SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30.

1. REQUISITION NUMBER

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
	See Block 16C		80KSC022R0020 Rev. A	5/08/2026

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER *(No collect calls)*	8. OFFER DUE DATE/ LOCAL TIME
	Allyson Grooms, allyson.grooms@nasa.gov		07/01/2026 12:00 PM ET

9. ISSUED BY — CODE

NASA
Kennedy Space Center
Office of Procurement
Mail Code: OP-LS
Kennedy Space Center, FL 32889

10. THIS ACQUISITION IS
- [X] UNRESTRICTED OR
- [ ] SET ASIDE: ____ % FOR:
- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 336419

SIZE STANDARD: 1050

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) [ ]

13b. RATING

14. METHOD OF SOLICITATION
- [ ] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [X] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

NASA Kennedy Space Center
Office Of Procurement
Kennedy Space Center, FL 32899

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE

https://www.nasapayable@nasa.gov

NSSC_AccountsPayable@nasa.gov

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

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Continuation Sheet *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Government Use Only)*

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [X] ARE NOT ATTACHED

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

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED

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SECTION 1 – CONTINUATION OF SF 1449

1.1 TYPE OF CONTRACT

This is an Indefinite-Delivery, Indefinite-Quantity (IDIQ) task order contract for spacecraft processing operation services.

(End of Clause)

1.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as expressly stated in this contract as furnished by the Government) necessary to accomplish the work set forth in Attachment A, *Statement of Work (SOW)* and Attachment A.1, *Common Launch Service Support Plan (LSSP*).

TABLE 1-1: CLIN PRICING

CLIN	Description	Price per Calendar Year
1.0	**Spacecraft Processing Operation Services**	
1.1	KSC/CCSFS Vicinity	**NTE Priced in Attachment A.2, *SPOC Price List****
1.2	VSFB Vicinity	**NTE Priced in Attachment A.2, *SPOC Price List****
2.0	**Other Task Order**	**Priced separately or ordered via Attachment A.2**

*Not-to-Exceed (NTE) pricing shall be in accordance with Attachment A.2, *SPOC Price List*

(End of Clause)

1.3 PERIOD OF PERFORMANCE

The period of performance is contract award through 7 days after facility departure of the final mission on this contract in accordance with Section 2.11, *Ordering Period*.

1.4 SCOPE OF WORK

The Contractor shall perform the requirements in accordance with Attachment A, *SOW* and Attachment A.1, *Common LSSP*.

1.5 PLACE OF PERFORMANCE

The place of performance shall be at Contractor's designated facility/facilities (**TBP)** located near either Kennedy Space Center (KSC)/Cape Canaveral Space Force Station (CCSFS) or Vandenberg Space Force Base (VSFB), or both. The Contractor may designate facilities at other launch site locations that have been approved by LSP.

(End of Clause)

[END OF SECTION]

SECTION 2 – ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2021)

2.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For Federal Acquisition Regulation (FAR) clauses, see
https://www.acquisition.gov/browse/index/far

For NASA Far Supplement (NFS) clauses, see
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of Clause)

2.2 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

2.3 LISTING OF CLAUSES INCORPORATED BY REFERENCE

In addition to the clauses marked as incorporated by reference on the SF 1449, the following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES:

FAR 52.202-1	Definitions (JUN 2020)
FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUN 2020) Alternate I (NOV 2021)
FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 2020)
FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (JUN 2020)
FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017)
FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)
FAR 52.204-13	System for Award Management Maintenance (OCT 2018)

FAR 52.204-18	Commercial and Government Entity Code Maintenance (AUG 2020)
FAR 52.204-19	Incorporation by Reference of Representations and Certifications (DEC 2014)
FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021)
FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
FAR 52.222-90	Addressing DEI Discrimination by Federal Contractors (APR 2026)
FAR 52.227-14	Rights in Data—General (MAY 2014); Alternate II (DEC 2007); Alternate III (DEC 2007)

Alternate II (DEC 2007)
Excerpt from Alternate II, paragraph (g)(3):

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. **TBD** (and subcontract, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure

(i) Use (except for manufacture) by support service contractors.
(ii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
(iii) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency

FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)
FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
FAR 52.242-13	Bankruptcy (JULY 1995)
FAR 52.242-15	Stop-Work Order (AUG 1989)
FAR 52.246-25	Limitation of Liability-Services (FEB 1997)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

NFS 1852.203-71	Requirement to Inform Employees of Whistleblower Rights (AUG 2014)
NFS 1852.215-84	Ombudsman (NOV 2011), Alternate I (JUN 2000)
NFS 1852.223-70	Safety and Health Measures and Mishap Reporting (DEC 2015)

***NOTE**: Only applicable when the work will be conducted completely or partly on federally*

controlled facilities.

NFS 1852.223-75	Major Breach of Safety or Security (FEB 2002); Alternate I (FEB 2006)
NFS 1852.227-14	Rights in Data—General (APR 2015)
NFS 1852.237-72	Access to Sensitive Information. (JUN 2005)
NFS 1852.237-73	Release of Sensitive Information (JUN 2005)

2.4 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021) (l) "TERMINATION FOR THE GOVERNMENT'S CONVENIENCE"

NOTE – This clause will be applied to Spacecraft Processing Ordered Task (SPOT)

1. In the event the Government decides to exercise its right to terminate all or part of a SPOT under FAR 52.212-4 (l), "Termination for the Government's convenience", it is agreed in advance that the Contractor, after receipt of a written notice of termination, will have satisfied all obligations and discharged all duties required by FAR 52.212-4 (l), *Termination for the Government's convenience*, the Contractor will forgo the remaining milestone-based payment(s) affected by the termination, in accordance with Table 2.18-1, *Spacecraft Processing Service Milestone Schedule.*

2. The parties agree that by virtue of the Cumulative Termination Liability (% Contract Value) specified in Table 2.20-1, any and all claims for equitable adjustment as a result of the termination are fully satisfied and discharged. The parties agree that this settlement represents fair compensation for Contractor effort accomplished for the terminated portions of the contract and that the terms as stated herein represent full and final settlement between the parties. The parties agree that the above settlement shall represent the total amount to be paid to the Contractor without agreeing on or segregating the particular elements of costs or profits comprising this amount. The agreed upon amount shall be payable in full no later than thirty (30) days after receipt of the written notice of termination.

3. The provisions of this Contract clause shall be implemented upon award of the SPOT. The provision of this Contract clause shall in no way be deemed to limit the rights of the Government under FAR 52.212-4(m), "Termination for Cause." In the event the Government exercises its rights under FAR 52.212-4(m), "Termination for Cause," the provisions of this contract clause will not apply.

2.5 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the Ordering Period stated in Section 2.11.

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

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a government document access system, and notice is sent to the Contractor; or
(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

2.6 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount less than $10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $15 million;
(2) Any order which would result in a cumulative ordered value of all issued orders in excess of $100 million; or
(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of Clause)

2.7 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

2.8 NFS 1852.225-70 EXPORT LICENSES (FEB 2000)

(a.) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b.) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at vicinity's launch site, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of Clause)

2.9 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

***NOTE**: This clause will be included in any resultant incrementally funded Spacecraft Processing Ordered Task (SPOT) to reflect the funds presently available to cover the processing services.*

(a.) Of the total price of items, the sum of $**TBD** on SPOT 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.

(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** on SPOT.

(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)

2.10 NFS 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT (APR 2018)

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

(b.) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC's Vendor Payment information Web site at: https://www.nssc.nasa.gov/vendorpayment. Please contact the NSSC Customer Contact

Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c.) Payment requests.

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

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

(i) Vouchers.

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

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

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

(D) Progress reports, as required.

(ii) Invoices.

(A) Description of goods and services delivered as part of the contract's terms and conditions, including the dates of delivery/performance.

(B) Progress reports, as required.

(C) Date goods and services were performed.

(d.) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at https://www.nssc.nasa.gov/vendorpayment, when any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.

(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in the contract.

(e.) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f.) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

for that amount may be made.

(End of Clause)

2.11 ORDERING PERIOD

The ordering period of this contract was awarded as a 5-year period, with an additional 5-year option. The Government has exercised the additional 5-year ordering-period; thereby, the contract's overall effective ordering period has been established as 10-year ordering period that expires on February 1, 2033.

2.12 TASK ORDERING PROCEDURES

Types of Task Orders. There are two types of task orders that may be issued under this contract. The first type is a Spacecraft Processing Ordered Task (SPOT). Any required services related to specific spacecraft processing will be included in the SPOT. The second type will be for items not associated with spacecraft processing and items not related to specific spacecraft processing will be obtained via other task orders (OTO).

a. Spacecraft Processing Ordered Task (SPOT) as described in Section 2.15.
b. Other Task Order (OTO) as described in Section 2.16.

2.13 SPACECRAFT PROCESSING ORDERED TASK (SPOT)

These orders will provide facilities and services to facilitate and allow the spacecraft/launch vehicle organizations to conduct the processing and integration activities in preparation for mating the spacecraft with the launch vehicle near the LSP designated launch site.

2.13.1 REQUIREMENTS FOR COMPETITION

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

2.13.2 REQUEST FOR PROPOSAL (RFP)

The SPOT RFP will provide instructions regarding the level of detail required in the proposal and specific information unique to a Spacecraft processing service. The SPOT RFP will also provide the required method of submission e.g., electronic and/or paper copy, basis upon which selection will be made, and, if applicable, the relative importance of the evaluation factors as described in FAR 15.101-1(b). Prior to the issuance of an RFP, exchanges and fact-finding may take place with the existing contractors.

2.13.2.1 PROPOSAL REQUIREMENTS

SPOT Proposals shall contain all required information and be submitted as directed in the RFP. Untimely proposals will be treated as a late proposal in accordance with FAR

52.212-1(f), Late submissions, revisions, and withdrawals of Offerors. Proposals shall clearly state their compliance with the contract terms, statement of work, and all specific requirements contained in the RFP. Only facilities already on contract may be proposed.

Companies who decide not to submit a SPOT proposal shall provide the Contracting Officer notification 5 days after RFP release. The notification shall include a brief rationale for not submitting a proposal.

Proposed prices shall not exceed associated NTE amounts in Attachment A.2, *SPOC Price List*. Other than certified cost or pricing data may be requested, if necessary, to support a price reasonableness determination.

2.13.2.2 PROPOSAL EVALUATION

A best value award decision will be made for all competitive task orders in accordance with FAR 16.505(b) using the selection process as described in the task order RFP. The evaluation factors and significant subfactors that establish the requirements of acceptability shall be set forth in the RFP. The evaluation will include technical capability/risk and price reasonableness.

2.13.2.3 SPOT AWARD

(a.) The only person authorized to issue task orders under this contract is the Contracting Officer. SPOTs will be issued via electronic format directly to the Contractor's point of contact. The Contractor shall acknowledge receipt and acceptance of the task order by signing the task order and returning an electronic copy directly to the Contracting Officer.

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

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

(b.) Modifications to SPOT

After a SPOT is issued, it may be necessary to add spacecraft specific requirements e.g., Baseline LSSP. These additions will be accomplished via modifications to the original order. In this instance, the terms of the existing task order, such as price may be modified to reflect the change(s). The resultant change in price will be applied to the remaining payment amounts, as performance dictates.

2.14 OTHER TASK ORDERS (OTO)

OTOs are for non-standard processing services, including but not limited to, Technical Assistant Agreement (TAA), Bureau of Industry and Security (BIS) licenses, and other services related to

processing spacecraft that are not for a specific launch such as pathfinders, trailblazers, storage, and propellant loading exercises.

2.15 USE OF GOVERNMENT PROPERTY, FACILITIES, ASSETS, OR SERVICES

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

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

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

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

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

(1) Except as may be expressly stated in this contract as furnished by the Government, the Contractor shall obtain use of any Government property, facilities, assets or services available from a NASA Center or Component Facility (a "Performing Organization") for performance of this contract through the use of an appropriate agreement.
(2) The Contractor shall be responsible for obtaining, negotiating and documenting all agreements with the Performing Organization. The Contractor shall be responsible for any costs associated with property, facilities, assets, or services provided by a Performing Organization under an agreement and such costs shall result in no increase in the price of this contract. The Contractor shall notify the Contracting Officer Representative (COR),

or designee, of any agreements between the Contractor and a Performing Organization under this paragraph.

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

(4) Any implementation issues or disputes arising under an agreement shall be referred for resolution to the Points of Contact, or if necessary, the signatories, identified in the agreement.

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

(End of clause)

2.16 DATA REQUIREMENTS LIST (DRL)

(a) Upon Award of the contract, the Contractor shall furnish the data identified and described in Attachment B, *Data Requirement List (DRL)*.

(b) In performance of each SPOT, the Contractor shall furnish data identified and described in Attachment A.1, *Common LSSP* and Attachment B, *DRL*.

(c) Nothing contained in this Data Requirements List provision shall relieve the Contractor from furnishing data called for by, or under the authority of, other provisions of this contract or SPOT, which are not identified and described in the DRL attached to this contract.

(d) Except as otherwise provided in this contract, the cost of data to be furnished in response to the DRL attached to this contract is included in the price of each SPOT.

(End of Clause)

2.17 ADJUSTMENTS TO SPACECRAFT PROCESSING SCHEDULE (GOVERNMENT AND CONTRACTOR DELAYS)

(a.) Definitions

The following definitions are applicable to this contract:

<u>Launch Date (LD):</u> The launch date as specified in the Spacecraft Processing Ordered Task (SPOT).

<u>Initial Facility Occupancy (IFO) Date:</u> The initial facility occupancy date as specified in the

SPOT. This date reflects the initial arrival of mission-related equipment or personnel at the facility. Early access to the facility prior to IFO is required to accommodate communications installation and checks. This access is limited to two weeks and is not included in the facility occupancy period.

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

Occupancy Period: The period of time from the IFO date to the Facility Departure Date.

Delay: A Government or Contractor delay of either IFO date or the LD. A Delay will commence when the delaying party provides a written notice specifying the duration of the delay.

(b.) Schedule Adjustments

Should the Government change the IFO date and/or the scheduled LD after the first SPOT payment has been made, delay cost incurred by the Contractor shall be subject to an equitable adjustment. Changes to the scheduled LD that are made after IFO has occurred shall be priced based on the Extended Facility Occupancy NTE price, which applies to delays beyond the Occupancy Period. In addition, delay costs for extended use of services shall be subject to an equitable adjustment.

Should the Contractor delay the IFO date and/or the scheduled facility departure date, the Contractor shall be liable for the delay costs incurred by the Government. Contractor liability for such delay costs shall not exceed the contracted value of the SPOT.

(c.) No Fault

(1) When a delay arises solely out of causes beyond the control of NASA or the Contractor, and not due to the fault or negligence of NASA or the Contractor, each party agrees to bear its own costs for the delay with no increase to the contract price. Such causes include but are not limited to the following:

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

Should any of the above occur, the Contractor shall be responsible for taking reasonable steps to mitigate any impacts to the spacecraft processing schedule.

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

(d.) Notice

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

(e.) Scheduling

The Contractor will use its best efforts to accommodate and agree to the Government's request for a new IFO date or LD. If the Contractor is unable to meet the Government's request because of its other service obligations to third parties, the Contractor will consult with the Government and treat the Government's request at least as favorably as the requests of third parties, in the Contractor's attempt to reschedule the affected services in an equitable manner.

In the event that commitments to other launch customers, including other Government customers such as a National Reconnaissance Office, that precludes the Contractor from meeting NASA mission requirements, the Government may cancel the SPOT without penalty to the Government.

For critical Missions, the Government may assert the following 1st Right of Refusal language within the SPOT:

The Contractor will use its best efforts to accommodate and agree to the NASA's request for a new IFO date or LD. Additionally, prior to entering a contract with a third-party customer (including other Government customers) for CY **TBD** facility occupancy in the occupied/contracted processing areas, the Contractor shall provide NASA the 1st right of refusal to occupy the agreed upon facilities in CY **TBD**. Government shall have 7 days to exercise this right and will compensate Contractor in accordance with the applicable Calendar Year **NTE** prices to preserve occupancy.

(f.) Concurrent Delays

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

(End of Clause)

2.18 MILESTONE PAYMENTS, EVENTS AND COMPLETION CRITERIA

A. DEFINITION

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 2.20-1, Spacecraft Processing Service Milestone Schedule and based on the milestone events identified in the Attachment A, *Statement of Work* and the SPOT.

Table 2.20-1 *Spacecraft Processing Service Milestone Schedule.*

Spacecraft Processing Ordered Task			
Title	***MILESTONE Payment***	***Termination Liability (% Contract Value) IAW Clause 2.4***	***Cumulative Termination Liability (% Contract Value)***
Contract Award	*10%*	*TBP*	*TBP*
Certificate of Facility Readiness	*25%*	*TBP*	*TBP*
Initial Facility Occupancy	*15%*	*TBP*	*TBP*
Spacecraft Processing Period	*30%*	*TBP*	*TBP*
Facility Departure	*20%*	*TBP*	*TBP*

B. PURPOSE AND AUTHORITY

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.

1. Scheduled dates will be provided in the SPOT RFP. Payments may be deferred or canceled by the Government if the Contractor fails to make substantial progress in accomplishing the milestone events identified within this clause and awarded SPOT. 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.

2. The Contractor agrees in the event of a termination of this contract pursuant to contract Section 2.4, *Advance Understanding Regarding Termination Settlement Under FAR Clause 52.212-4(l), Contract Terms and Conditions- Commercial Items (NOV 2021)*, the Government shall not be obligated in any event to pay or reimburse the Contractor any amount in excess of the amount already obligated to the contract. The Contractor shall not be obligated to continue performance of the work beyond such point.

3. 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 set forth in the Attachment A, *Statement of Work,* and *SPOT*. Approval of the final payment will be made in accordance with contract requirements.

(a) Contract Award

Upon award and acceptance of a SPOT, the Contracting Officer will authorize payment.

(b) The Certificate of Facility Readiness (COFR)

Upon approval of the COFR, the Contracting Officer will authorize the milestone payment.

(c) Initial Facility Occupancy (IFO)

The Contractor shall have provided the necessary equipment and personnel to transport the spacecraft and GSE from the arrival point to the inside of the spacecraft processing facility cleanroom without incident. In addition, all facility services and systems shall be in place and ready to support Spacecraft Customer activities. This shall include but not be limited to:

1. Proof that operational systems e.g., communications, television, RF are validated and ready to support
2. Proof the administrative systems (desks, telephones, Local Area Network (LAN), copiers, etc.) are ready for use
3. Proof the facility systems (power, gases, compressed air) are in place to support the spacecraft and associated GSE
4. Proof that cleanroom specifications are met and being maintained

Upon completion of this activity, the Contracting Officer will authorize the milestone payment.

(d) Spacecraft Processing Period

The Contractor shall demonstrate that the facility systems have met the Government's minimum requirements as defined in the Attachment A, *Statement of Work* and *SPOT*, necessary support services and materials have been provided in a timely manner, and the facility system failures or deficiencies have been corrected without causing delay to the processing schedule or impact to flight hardware. When the spacecraft flight hardware departs the facility, the Contracting Officer will authorize the milestone payment.

(e) Facility Departure

The Contractor shall have demonstrated that the facility systems have met the Government's minimum requirements as defined in the Attachment A, *Statement of Work* and *SPOT*, necessary support services and materials required at the spacecraft processing facility have been provided in a timely manner during the pad processing and launch periods, and the facility system failures or deficiencies have been corrected without causing delay to the processing or launch schedule. The Contractor shall have provided the necessary equipment and personnel to load and transport the GSE and spacecraft (if required) from the spacecraft processing facility to the departure point without incident. When all mission-related hardware, equipment, and supplies have departed the facility, the Contracting Officer will authorize the milestone payment.

(End of Clause)

2.19 LICENSES, PERMITS, AND INSURANCE FOR A SPACECRAFT PROCESSING FACILITY/OPERATOR

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

2.20 LSP SAFETY AND HEALTH

The Contractor is responsible for assuring that a high level of safety is maintained in facility operation and ground operations support of NASA missions in accordance with this contract and in accordance with NASA FAR Supplement Clause 1852.223-70, Safety and Health Measures and Mishap Reporting.

NASA and their spacecraft contractors will be responsible for safety of their personnel in the operations they perform. The Launch Service Contractor will be responsible for safety of Launch Service Contractor personnel in performing operations on launch vehicle hardware and integrated operations involving the spacecraft. The Contractor shall be responsible for the safety of their personnel and providing a safe operating facility and environment to all facility occupants.

The Contractor shall identify a Safety Representative for each mission to resolve safety and health issues in a manner consistent with SOW Sections 2.4, Requirements Development and Implementation, and 3.2, NASA Insight and Approval. The Contractor shall be responsible for establishing and maintaining safety procedures and controls in compliance with all Federal, State, and local laws and regulations applicable to safety and health.

When performing work on a Space Force installation, the Contractor shall follow the AFSPCMAN 91-710 unless they have an existing agreement with the Space Force to use a predecessor document. The Contractor shall maintain a safety and health plan in accordance with NFS 1852.223-70 and continually update the safety and health plan for changes to safety requirements, new or modified hardware (both flight and GSE), or when deemed necessary by NASA.

The Contractor shall support the payload safety review process and tailoring of the spacecraft safety requirements in accordance with NPR 8715.7, Payload Safety Program. The Contractor Safety representative will work with the Payload Safety Representative to assure that all parties involved in facility activities are cognizant of safety hazards and controls in the facility. The Contractor Safety Representative and Payload Safety Representative will perform coordination of safety aspects of operations and resolve safety and health issues during processing.

All accidents, mishaps, close calls or other incidents as defined by NASA shall be reported as required by NFS 1852.223-70, Safety and Health, to the Contracting Officer, the LSP Safety Representative, and the Payload Safety Representative. Reporting shall be in accordance with NPR 8621.1 and the NASA Payload Safety organization requirements as identified in their Payload Systems Safety Plan.

The Contractor shall enforce a building clear for non-essential LSP personnel during all hypergolic propellant flow and wetted fluid line disconnect operations. The Contractor shall enforce this building clear for all such operations in the facility whether they are being performed by NASA or non-NASA personnel. Non-essential LSP personnel entrance into the area clear shall only occur when propellant flow has stopped, and the system has been determined to be in a static and leak-free state.

The clear area shall extend a minimum distance of "building clear: for indoor operations, and a minimum distance of 200 feet radially and 700 feet downwind for outdoor operations. The Contractor shall only waive this restriction for LSP personnel when provided specific, written authorization from the CO or COR. This waiver may be delivered to the Contractor via email.

(End of Clause)

2.21 ANNUAL REVIEW CLAUSE

This IDIQ contract will allow for an annual review to ensure that pricing and other factors are aligned with the current market. The IDIQ Contractor shall-

a. Ensure that NTE prices in Attachment A.2, *SPOC Price List* are reviewed annually and, if necessary, updated to reflect the current market trends.
b. Ensure any increase in NTE is valid and justified.
c. Maintain awareness of changes in market conditions, sources of supply, and other pertinent factors that may warrant review.
d. Capture any necessary revisions/clarifications to Attachment A, *Statement of Work* and Attachment A.1, *Common LSSP*

If review is necessary, the Government or Contractor shall initiate the annual review by September 15th. If initiated, the Annual review will commence on October 1st of specified year and be completed by December 1st of that year. If any, the updated NTE prices will be used for future SPOT awards and shall not be applied to any awarded SPOTs.

2.22 ON-RAMP INSERTION

The purpose of this clause is to create an opportunity for qualified new, emerging spacecraft processing facility providers and incumbent spacecraft processing facility providers to introduce its services not available at the time of the award of the initial contract. The intent of the On-Ramp is to foster competition for future requirements for spacecraft processing services.

In accordance with this clause, the original solicitation (as revised) shall remain open in accordance with Section 2.11, *Ordering Period*. The decision to request proposals under this clause will be solely at NASA's discretion and will only occur after the action has been synopsized. When requested (synopsized), new facilities or new service providers will be allowed to submit proposals that may result in contract award(s).

The minimum contract requirements, the technical acceptability standards, evaluation factors, solicitation terms and conditions, price reasonableness, and basis for award shall remain in full force and effect for each new proposal. Offerors will be requested to identify and price, a not-to-exceed (NTE) that meets SPOC contract requirements for at least three full order years e.g., order years for the rest of CY 2022 through CY 2025 (Award through December 31, 2025).

NASA reserves the right to consider, in the future, expansion of the performance capabilities covered by the IDIQ portion of the SPOC contract, by properly soliciting offers from all interested sources capable of meeting the requirements in the expanded performance capabilities. Upon award of each additional contract, the Government shall notify all present Contractors of the award, and the new Contractor shall thenceforth be eligible to compete with all present Contractors for the award of IDIQ task orders.

(End of clause)

2.23 KENNEDY SPACE CENTER BADGING ISSUANCE AND IDENTITY VERIFICATION PROCESS

Reference FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel, incorporated by reference in Section 2.3 of this contract. See the KSC Protective Services Office (PSO) website (https://pso.ksc.nasa.gov/), NASA Procedural Requirement (NPR) 1600.3, Personnel Security, NPR 1600.4A, Identity and Credential Management, and Kennedy NPR (KNPR) 1600.1, KSC Security Procedural Requirements, regarding the process contractor personnel must follow to obtain access to NASA KSC facilities, property, personnel, and information technology resources.

(End of Clause)

[END OF SECTION]

SECTION 3 – ATTACHMENT - FAR 52.212-5

3.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved].

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) [Reserved].

☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☒ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).

☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2021) of 52.219-9

☐ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637(a)(14)).

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

☐ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).

☒ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

☐ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

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

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

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

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

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

☒ (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

☐ (ii) Alternate I (FEB 1999) of 52.222-26.

☒ (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

☐ (ii) Alternate I (JUL 2014) of 52.222-35.

☒ (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

☐ (ii) Alternate I (JUL 2014) of 52.222-36.

☒ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

☒ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (35) (i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

☒ (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (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.)

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

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

☐ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☐ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

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

☐ (ii) Alternate I (OCT 2015) of 52.223-13.

☐ (41) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (Jun2014) of 52.223-14.

☐ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

☐ (43) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

☐ (ii) Alternate I (JUN 2014) of 52.223-16.

☒ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

☐ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

☐ (46) 52.223-21, Foams (Jun2016) (E.O. 13693).

☐ (47) (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

☐ (ii) Alternate I (JAN 2017) of 52.224-3.

☐ (48) 52.225-1, Buy American-Supplies (NOV 2021) (41 U.S.C. chapter 83).

☐ (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV2021)(41 U.S.C.chapter83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3 805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

☐ (ii) Alternate I (JAN 2021) of 52.225-3.

☐ (iii) Alternate II (JAN 2021) of 52.225-3.

☐ (iv) Alternate III (JAN 2021) of 52.225-3.

☐ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq*., 19 U.S.C. 3301 note).

☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).

☐ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).

☐ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

☐ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

☐ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☐ (57) 52.232-30, Installment Payments for Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

☒ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).

☐ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

☐ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☒ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐ (63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 2003) of 52.247-64.

☐ (iii) Alternate II (NOV 2021) of 52.247-64.

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

☐ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

☐ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

☐ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

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

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

to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial 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 (NOV 2021) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

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

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)
[End of Section]

SECTION 4 – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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

Attachment	Title
A	Statement of Work
A.1	Common Launch Site Support Plan (LSSP) Revision B
A.2	SPOC Price List
B	Data Requirements List
C	Acronyms and Abbreviations
D	Definitions
E	List of Applicable Documents
F	Small Business Subcontracting Plan *(To Be Proposed)*, if applicable

[End of Section]

SECTION 5 – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

5.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

For Federal Acquisition Regulation (FAR) clauses, see
https://www.acquisition.gov/browse/index/far

For NASA Far Supplement (NFS) clauses, see
https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf

(End of provision)

5.2 LISTING OF PROVISIONS INCORPORATED BY REFERENCE FEDERAL ACQUISITION REGULATION (48 CFR CHAPER 1) PROVISIONS:

FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements— Representation (JAN 2017)
FAR 52.204-17	Ownership or Control of Offeror (AUG 2020)
FAR 52.209-2	Prohibition on Contracting with Inverted Domestic– Corporations Representation (NOV 2015)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications (JUN 2020)

5.3 FAR 52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means–

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

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

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

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

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

Predecessor CAGE code:_____(or mark "Unknown"). Predecessor legal name:_____.
(*Do not use a "doing business as" name*).

(End of Provision)

5.4 FAR 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

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

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

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

(b.) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or

obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c.) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d.) Representation. The Offeror represents that—

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

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

(e.) Disclosures.

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

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

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

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

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

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

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

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

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

(c.) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

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

(A) The payment of a monetary fine or penalty of $5,000 or more; or
(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

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

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

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

(End of Provision)

5.6 FAR 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES-REPRESENTATION (OCT 2020)

(a.) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b.) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c.)

(1) Representation. The Offeror represents that it □ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

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

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

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

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

(b.) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which

all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(End of Provision)

5.8 FAR 52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

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

(b.) If the Offeror is proposing a total contract price that will exceed $5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has □ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not □ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not □, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of Provision)

5.8.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2022), Alternate I (JAN 2021)

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

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

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

(1) PSC 5510, Lumber and Related Basic Wood Materials;
(2) Product or Service Group (PSG) 87, Agricultural Supplies;
(3) PSG 88, Live Animals;
(4) PSG 89, Subsistence;
(5) PSC 9410, Crude Grades of Plant Materials;
(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) PSC 9610, Ores;
(9) PSC 9620, Minerals, Natural and Synthetic; and
(10) PSC 9630, Additive Metal Materials.

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

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

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

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

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

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

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

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

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

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. § 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

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

Small disadvantaged business concern, consistent with13 CFR 124.1002, means a small business

concern under the size standard applicable to the acquisition, that—

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

(i) One or more socially disadvantaged (as defined at13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR124.104(c)(2); and

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

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or
(2) Through another subsidiary of a parent corporation

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

Veteran-owned small business concern means a small business concern—

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

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300

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 least51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

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

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through http://www.sam.gov. After reviewing SAM information, the Offeror verifies by

submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c.) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that-
   (i) it □ is, □ is not a small business concern; or
   (ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

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

(3) *Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that—

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, that it □ is, □ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(8) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it □ is a women-

owned business concern.

(9) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that–

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d.) Representations required to implement provisions of Executive Order11246- (1) Previous contracts and compliance. The offeror represents that-

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

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

(l) Affirmative Action Compliance. The offeror represents that-

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

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

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

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

(1)

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

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

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

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

__ Black American.

__ Hispanic American.

__ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

__ Individual/concern, other than one of the preceding.

(b) Representations required to implement provisions of Executive Order11246-

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

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

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

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

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

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

(c) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352 http://uscode.house.gov/).* (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.

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

(1)

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

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

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	**Country of Origin**

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(e)(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American- Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade

Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

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

Line Item No.	**Country of Origin**

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	**Country of Origin**

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(1)

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

Canadian End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)

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

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:(g)

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

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

Line Item No.	Country of Origin

[*List as necessary*]

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

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

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

Other End Products:

Line Item No.	Country of Origin

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there

are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(f) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals–

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

(2) □ Have, □ have not, within a three-year period preceding this offer, been

convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) □ Are, □ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) □ Have, □ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104- 5(a)(2) for which the liability remains unsatisfied.

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

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

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

(ii) *Examples*.

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

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

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

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

(g) 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.

Line Item No.	Country 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 laborwas 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.

(h) *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.

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

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror □ does □ does not certify that–

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

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

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

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

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

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

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

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

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

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

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the

Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(j) *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 to be eligible for award.)

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

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

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

TIN:_____.

TIN has been applied

for. TIN is not required

because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign

government; Offeror is an agency or instrumentality of the

Federal Government.

(4) *Type of organization*.

Sole

proprietorship;

Partnership;

Corporate entity (not tax-

exempt); Corporate entity

(tax-exempt);

Government entity (Federal, State, or

local); Foreign government;

International organization per 26

CFR1.6049-4; Other_____.

(5) *Common parent*.

Offeror is not owned or controlled by a common

parent; Name and TIN of common parent:

Name_____. TIN_____.

(k) *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.

(l) Prohibition on Contracting with Inverted Domestic Corporations.

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

(2) *Representation*. The Offeror represents that–

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

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

(3) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran. The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the

offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at https://www.treasury.gov/resource- center/sanctions/SDN-List/Pages/default.aspx).

(5) 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.

(m) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it □ has or □ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

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

Immediate owner CAGE code:_____. Immediate owner legal name:

_____. (Do not use a "doing business

as" name) Is the immediate owner owned or

controlled by another entity: □ Yes or □ No.

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

Highest-level owner CAGE code:_____. Highest-level owner legal

name:_____. (*Do not use a "doing business*

as" name)

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

(1) As required by sections 744 and 745 of Division E of the Consolidated and

Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

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

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

(2) The Offeror represents that–

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

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

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

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

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

Predecessor CAGE code: (or mark

"Unknown"). Predecessor legal name:

_____.

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

(p) [Reserved].

(q) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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

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

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

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

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:

.

(r) (u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor

provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

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

agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(s) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that–

(i) It□ does, □ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it □ does, □ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)
____ Black American.
____ Hispanic American.
____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
____ Individual/concern, other than one of the preceding.

5.9 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2022)

(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, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern-

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

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

Small business concern—

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

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

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

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

(2) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and the management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and
(ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

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

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127) means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)
(1) The North American Industry Classification System (NAICS) code for this acquisition is 481212.
(2) The small business size standard is 1,500.
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that-
(i) it □ is, □ is not a small business concern;
(ii) It □ is, □ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]
(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it □ is, □ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a women-owned small business concern.
(4) *Women-owned small business (WOSB) joint venture eligible under the WOSB Program.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR

127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

(5) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents as part of its offer that it □ is, □ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.]

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it □ is, □ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It □ is, □ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It □ is, □ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture:* __.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(1) Be punished by imposition of fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and
(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

5.10 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the Offeror represents that, if it is subject to the reporting

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

(End of Provision)

5.11 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [*offeror check appropriate block*]-

□ None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

□ Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of Provision)

[END OF SECTION]

SECTION 6—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

6.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

In addition to the provisions marked as incorporated by reference on the SF 1449, the following contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS:

FAR 52.204-7	System for Award Management (OCT 2018)
FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
FAR 52.204-22	Alternative Line Item Proposal (JAN 2017)
FAR 52.204-26	Covered Telecommunications Equipment or Services-Representation (OCT 2020)
FAR 52.212-1	Instructions to Offerors—Commercial Items (NOV 2021)
FAR 52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications (JUN 2020)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS:

NFS 1852.233-70	Protests to NASA (DEC 2015)

6.2 PROVISIONS INCORPORATED VIA ADDENDUM TO FAR 52.212-1

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

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

6.2.2 TAILORED PARAGRAPHS IN FAR 52.212-1

The following paragraphs are tailored (b, c, and e) of the basic provision:

(b.) Submission of offers. Offer means a response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Responses to requests for proposals are offers called “proposals.” Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers shall be submitted on the SF 1449.

(1) The offeror shall submit its proposal via NASA's Enterprise File Sharing and Sync Box (EFSS Box), a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be protected, or contain links to data not included in the electronic copy. All electronic submissions should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Subcontractors may submit their required proposal information separately using the instructions in this provision. The offeror shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.
Prior to the submission of proposal files, offerors interested in submitting a proposal in response to this solicitation should notify the contracting officer of their intent to submit a proposal at least 48 hours prior to the intended submission date, at the following email address: ksc-ssppf@mail.nasa.gov.

(2) The offeror shall submit all proposal files to:
https://nasagov.app.box.com/f/e94b9130810c4da184be6f39ae88f36d

The Offeror shall follow instructions regarding proposal submission found at https://www.hq.nasa.gov/office/procurement/other/EFSS-Box-Offeror-Proposal-Submission-Instructions.pdf.

Upon submission of the proposal files to Box, the Offerors shall notify the Contracting Officer via email at: ksc-ssppf@mail.nasa.gov.

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

For Prime Offeror Submissions:
Offeror name - solicitation number – Volume I, Technical/Management Capability (ORAL) (MS PowerPoint or PDF)
Offeror name - solicitation number – Volume I, Technical/Management Capability (WRITTEN)
Offeror name - solicitation number – Volume II, Price.xlsx
Offeror name - solicitation number – Volume III, Administrative.pdf

For Subcontractor Submissions:
Offeror name - Subcontractor name - solicitation number - Price Volume.xlsx
Individual files cannot exceed 150GB per file. Unless specifically authorized by the solicitation instructions, alternate proposal submissions shall not be submitted.

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

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

(c.) *Period for acceptance of offers*. The Offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers and the proposal shall contain a statement to this effect.

(e.) *Multiple offers*. Multiple offers **will not** be accepted in response to the solicitation.

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

The Government contemplates award of Indefinite-Delivery Indefinite-Quantity task order contract(s) resulting from this solicitation.

(End of Provision)

6.2.4 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:

ksc-ssppf@mail.nasa.gov

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

(End of Provision)

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

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

(End of Provision)

6.2.6 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (APR 2015)

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

6.2.6-1 TABLE PAGE LIMITATIONS

Volume	Proposal Part Required	Page Limit
I	Technical/Management Capability - Written* • Factor 1 Offered Services • Factor 2 Common LSSP Req. Commitment • Small Business Plan/Statement of Acceptance/Summary of Exceptions	35 Pages per Facility None None
II	Price	None
III	Administration / Model Contract	None

***Written will be for documents requested in Section 6.6.2 only.**

(b.) A page is defined as a page, 8 1/2" x 11", with at least one-inch margins on all sides, using not smaller than Times New Roman, 12 point font; this includes all captions and respective text within graphics, figures, and tables; however, not headers or footers. 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.

(c.) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume II, *Price*, of your proposal is not page limited. However, this volume is to be strictly limited to price information. Price should not be included in any other volumes or places other than Price and

Model Contract. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

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

(e.) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and the Offeror will be notified. In addition, any parts of the proposal which do not comply with paragraph (a) of this provision, will not be evaluated.

(f.) Electronic copies shall be submitted in searchable Adobe Portable Document Format (PDF). Spreadsheets shall be submitted in Excel format.

(End of Provision)

6.3 PROPOSAL DUE DATE

Refer to SF 1449 Block 8

Late submissions will be handled in accordance with FAR 52.212-1, *Instructions to Offerors— Commercial Products and Commercial Services (NOV 2021).*

6.4 SUMMARY OF EXCEPTIONS

(a) The Offeror shall include a statement of acceptance of the anticipated contract clauses and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections 1 through 4 of this solicitation, to the Representations and Certifications (Section 5), or to the information requested in Section 6, in the Summary of Exceptions to be submitted in Volume I, Technical/Management Capability. The Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The Offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions or requirements contained in this RFP will be construed as acceptance of them.

(b) The Offeror shall include any proposed changes to the RFP terms and conditions or requirements with the Summary of Exceptions and describe the impact of the proposed changes to appropriate volume(s).

(c) The Offeror is cautioned that technical, schedule, or cost risks introduced by exceptions or new terms, conditions, or clauses may otherwise affect an Offeror's competitive standing. If discussions are held, the Contracting Officer will discuss proposed changes to contract terms and conditions and requirements as part of negotiations in accordance with NFS 1815.306.

(End of Provision)

6.5 COMMUNICATIONS REGARDING THIS SOLICITATION

Any communications in reference to this solicitation shall cite the solicitation number 80KSC022R0020 Rev. A and be directed to ksc-ssppf@mail.nasa.gov. Questions regarding this solicitation must be presented in writing and shall be submitted to the above e-mail addresses no later than May 26, 2026 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(End of Provision)

6.6 PROPOSAL CONTENT

Offerors shall provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in Section 7. The items listed are not, however, all-inclusive, and Offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract. The Offeror shall conduct an oral presentation in accordance with Section 6.6.1 and shall submit a written proposal in accordance with Section 6.6.2.

The purpose of the Oral Presentation is to supplement the Written Proposal's affirmations by exemplifying and demonstrating the relevant facility services and capabilities as stated in Section 6.6.1.

The purpose of the Written Proposal shall confirm the Offeror's commitment to specific services and capabilities provided in Attachment A, *SOW* and Attachment A.1, *Common LSSP* in accordance with Section 6.6.2.

Where use of subcontractors is proposed, the proposal shall clearly distinguish between the prime and the subcontractors work and responsibilities.

The Offeror's proposal shall contain the following volumes:

VOLUME I, TECHNICAL/MANAGEMENT CAPABILITY
VOLUME II, PRICE
VOLUME III, ADMINSTRATIVE/MODEL CONTRACT

6.6.1 VOLUME I, TECHNICAL/ MANAGEMENT CAPABILITY (ORAL)

SPECIFIC INSTRUCTIONS

Oral presentations are anticipated to be scheduled the week of July 13, 2026. The proposal shall include the following information:

1. Offeror shall provide name of offeror, address, and point of contact (email and phone number) with whom it wishes LSP to coordinate the oral presentation schedule.
2. Company name/Cage Code
3. Notice of intent to propose
4. Oral Presentation Attendees (as specified in paragraph a. of Section 6.6.1, *Conducting the Oral Presentation*)

NOTE: Telephone notifications will NOT be accepted.

The Government will advise offerors of their scheduled time for presentation by no later than July 7, 2026. The Government reserves the right to reschedule oral presentations at the sole discretion of the Contracting Officer.

ORAL PRESENTATION

Oral Proposals shall be specific, detailed, and comprehensive to clearly and fully demonstrate understanding of the requirements and the inherent risks associated with the objectives of this procurement. Through the mandatory oral presentation, the Government intends to gather an understanding of the offeror's proposed solution and its capabilities to meet the Government's requirements as it relates to the Attachment A, *Statement of Work* and Attachment A.1, *Common LSSP*.

Offeror shall have Oral Presentations for each proposed facility, with a maximum limit of 120 minutes per proposed facility. Facilities in different launch vicinities will be separate presentations. Each Oral Presentation shall address the following:

A. Minimum Facility Capabilities as described in Attachment A, *Statement of Work*, Section 2.1 *Facility, 2.2 Facility systems, and Facility Support Systems* to:

1. Facility Location Description
    a. Physical location
    b. Transport routes and capabilities that meets all federal, state, and local regulations in order to
        i. transport satellite from nearest large aircraft capable airfield
        ii. transport encapsulated satellite to launch pad
        iii. transport hazardous material (e.g. hydrazine) to/from a storage area
2. Facility Description and Layout
    a. Processing (cleanroom) area descriptions for spacecraft and launch vehicle fairing processing
    b. Airlocks for hardware entry without affecting the cleanroom environment
    c. Support facilities available to include control rooms for spacecraft electrical ground support equipment and office areas for spacecraft personnel during the processing of hardware in the cleanroom and during spacecraft pad operations.
    d. Spacecraft processing flow through the facility and notable characteristics or

features of the facility that influence the way a spacecraft is processed in the facility.

e. SOW and Common LSSP requirements of which the offeror requires revision and/or relaxation. This may be due to facility restrictions/limitations and/or processing methodology restrictions/limitations.

3. Facility capabilities
   a. Physical size and limitations, e.g. maximum fairing size and access door sizes
   b. Hazard accommodations
      i. Propellant/fueling
      ii. Ordnance rating
      iii. other hazards
   c. Environment (certification and data required)
      i. Cleanliness class of each processing area
      ii. Temperature and humidity
      iii. Air exchanges per hour
      iv. Reserved
   d. Mechanical systems, Electrical systems and Communication systems, including emergency or contingency systems
4. Facility Support Services
   a. Material handling equipment such as forklifts and pallet jacks to aid in loading and unloading trucks with GSE and flight hardware. Trucks to deliver GSE to and from facility to the launch pad.
   b. Security services and access control to protect the Spacecraft Customer hardware and Customer data

B. Planning Management:
1. Process for facility assignments and schedule changes
2. Communication and scheduling process for joint occupancy, whether planned or due to dynamic launch manifests.
   a. Describe how it will ensure that there are no adverse impacts to NASA spacecraft if a joint occupancy were to occur specifically addressing contamination control, security, and customer access for foreign nationals subject to International Traffic in Arms Regulations (ITAR) export control restrictions.
3. Process for identifying and tracking all potential risks to spacecraft processing.
4. Describe the access to its facility afforded to LSP and Spacecraft Customer to support planning activities from SPOC award to Initial Facility Occupancy (IFO).

C. Operations Management:
1. Scheduling process for determining shared facility areas and facility systems (e.g., cranes) availability during the occupancy period.
2. How it will operate the facility during the occupancy period, specifically addressing:
   a. Staffing methodology to support multiple shifts and extended shift schedules.
   b. How customers schedule facility systems, support, and operations while occupying the facility.
   c. Process to schedule and maintain facility systems operability through preventative or emergency maintenance.

3. Contingency plans for critical facility system outages, loss of utility services, natural disasters, and schedule delays.

D. For Upcoming Facilities
1. If the proposed facility is not yet constructed or is not currently operational, the offeror shall provide NASA with a clear, feasible, and comprehensive description of the facility's construction approach, schedule, and the planned path to achieve readiness for spacecraft processing by January 1, 2029, which shall include the following:
   a. Construction Plan – A concise outline of how the facility will be built and configured to support spacecraft processing.
   b. Schedule Realism – A realistic schedule with key milestones that demonstrate the facility can be completed and operational in time.
   c. Readiness Path – A clear sequence of steps leading to the full operational capability, including commissioning and verification activities. The assessment will focus on the Offeror's demonstrated ability to deliver an operational facility on schedule and in support of mission needs.
   d. Comprehensive facility concept that fully addresses and integrates the capabilities and requirements outlined in Sections A, B, and C above. The submission shall demonstrate how the proposed, upcoming facilities will meet all functional, operational, and management criteria necessary to support NASA spacecraft processing and launch operations.

PREPARING FOR THE ORAL PRESENTATION.

a. In accordance with Section 6.2.2(b), the Offeror shall notify the Contract Specialist of its intent to provide oral presentations. All notifications of an offeror's intent to submit an offer shall be accomplished as follows:

   i. Offeror shall include "Intent Notification" in the Subject line.
   ii. Offeror shall provide name of offeror, address, and point of contact (email and phone number) with whom it wishes the Government to coordinate the oral presentation schedule.

   NOTE: Telephone notifications will NOT be accepted.

No later than five business days after receiving the offeror's notification of intent, the Contract Specialist intends to contact the offeror's POC to provide the date and time of the oral presentation.

Subsequently, the Government will provide written confirmation of the date and time scheduled for the offeror's oral presentation in an email to the POC.

Oral presentations may be scheduled anytime between 10:30 am and 5:30 pm Eastern Time (ET). The Government will hold oral presentations

remotely utilizing the Microsoft Teams platform. The Government and Offeror may agree to test the connection at a convenient time prior to the oral presentation. In the event the selected technology platform or tool cannot be made functional at the time of the scheduled oral presentation, the oral presentation may proceed as a voice-only telephone call, at the Government's sole discretion.

a. The offeror will be scheduled through a random selection process. Requests to reschedule will be at the discretion of the Contracting Officer.

CONDUCTING THE ORAL PRESENTATION

a. MS PowerPoint Slides or a PDF are required for the Oral Presentation. The Offeror shall submit a copy of the Oral Presentation within the submitted written proposal package.
b. Oral presentations must not contain any reference to price or cost. Presentations must begin promptly at the time assigned by the Government.
c. Presenters. The offeror's presentation team is limited to 5 individuals, majority of whom must be current employees of the designated facility.

PRESENTATION

a. The Government intends for the oral presentation to be an interactive exchange between the Offeror and the Government. These exchanges are viewed as a component of the oral presentation itself and do not constitute discussions.
b. The Offeror is in control of its presentation and may choose not to present or respond to any question provided by the Government.
c. The Offeror participants shall not reach back, by phone/conference bridge, e-mail or any other means, to any other personnel or persons for assistance during the oral presentation.
d. Offerors can utilize any virtual drawing features or functions during the oral presentation provided in the web-based conference platform, as applicable. Offerors are not permitted to make a recording (either audio or video) of the oral presentation.
e. The Government reserves the right to record the presentation in whole or in part.

TIME

a. Oral presentations are limited to 120 minutes in duration, exclusive of any needed Clarification period. Any set-up of visual aids and remarks made by the Contracting Specialist or Contracting Officer prior to the presentation will not count against the Offeror's 120-minute time limit. The Government will not evaluate any of the information in the slide deck that is not presented during the Offeror's 120-minute time limit. The Government urges the Offeror to exercise good judgment in the number of slides presented given the 120-minute time limit. The Government will allot approximately 60 minutes after the Offeror's presentation for additional questions and clarifications.

RULES OF ENGAGEMENT

The Contracting Officer may issue guidelines for the conduct of the oral presentation. The following initial guidelines are provided for the benefit of offerors:

a. Offerors shall submit Presentation team names and their proposed roles in the presentation at least 24 hours before offeror's scheduled presentation time.
b. The offeror shall not make any statement that contradicts or changes any text in its written submission. In answer to any clarification question the Government might ask, the offeror shall not make any statement that contradicts or changes anything it previously said.
c. The Government reserves the right to video or audio record the oral presentations.

PRESENTATION REQUIREMENTS

Offeror shall discuss the information identified above:

a. **Submission**: The oral presentation is intended to provide information about the Offeror's Facility, Facility Processing Systems, Planning Management and Operations Management capabilities to address the requirements stated in Attachment A, *Statement of Work* and Attachment A.1, *Common LSSP*.

6.6.2 VOLUME I, TECHNICAL/ MANAGEMENT CAPABILITY (WRITTEN)

Factor 1 Offered Service (limited 35 pages per proposed facility.)

<u>Existing Facilities</u>

a. Accommodations, services, and the durations being offered to meet the SOW and Common LSSP as priced in the NTE.
b. Describe a nominal spacecraft processing flow through the facility (as priced in the NTE) and options on that flow available.

<u>Upcoming Facilities</u>

a. Provide written capabilities as stated in Section A. Existing Facilities above to the extent they are available at time of proposal.
b. Provide verifiable proof of facility control and development commitment. Acceptable documentation includes, but is not limited to, an executed lease agreement, property ownership documentation, issued building permits, or other formal evidence demonstrating that the proposed upcoming facility will be constructed and available to meet contract requirements by January 1, 2029.

Factor 2 Attachment A.1, *Common LSSP* Requirements Commitment

1. Offerors shall indicate a commitment to each requirement as part of the Standard Service by utilizing the Commitment column, unless the following.

    a. If an Offeror facility is not a Hazardous Processing Facility for propellant loading, then all [HPF Only] requirements would be N/A.

    b. For all other requirements, Offeror shall indicate whether the requirement will be met as is or address how the intent of the requirement will be met by utilizing the "Comment" column such as, if the crane requirement cannot be met in an area, address how or where lifting operations will occur.

Small Business Subcontracting Plan - Large Business Only
(Excluded from page count)
Offerors shall provide its commercial small business subcontracting plan as described in FAR 52.219-9, Small Business Subcontracting Plan. If this plan has been approved for the current fiscal year, Offeror shall indicate such in the response.

Statement of Acceptance/Summary of Exceptions:
The Offeror shall include a statement of acceptance of the Statement of Work, solicitation provisions, and model contract terms and conditions, along with a list and explanation of any exceptions or conditional assumptions made to include where it is addressed in the proposal. Failure to clearly indicate exceptions to the proposed - contract terms and conditions contained in this solicitation will be construed as acceptance of them, verbatim. The Offeror is cautioned that exceptions, inaccurate conditional assumptions or new terms, conditions, or clauses may result in the proposal being determined unacceptable, may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(End of Provision)

6.6.3 VOLUME II, PRICE

The Pricing Volume shall address the following and does not have a page limitation:

At a minimum, the Offeror shall provide separate not to exceed (NTE) prices for all proposed elements in Attachment A.2. *SPOC Price List* for three calendar years (CY) as instructed in its tab titled **"*Instructions* ."**

(End of Provision)

6.6.4 VOLUME III, ADMINISTRATIVE

a. Offeror shall include a signed copy of the SF 1449 along with the model contract (sections 1 through 4 of the solicitation) with all areas of this RFP completed. Offeror shall complete the "to be proposed" (TBP) portions in the sections below as part of the Model Contract:

1.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED
1.5 PLACE OF PERFORAMNCE - The place of performance shall be at Contractor's designated facility/facilities (TBP) located near either Kennedy Space Center (KSC)/Cape Canaveral Space Force Station (CCSFS) or Vandenberg Space Force Base (VSFB), or both. The Contractor may designate facilities at other launch site locations that have been approved by LSP.
2.20 MILESTONE PAYMENTS, EVENTS AND COMPLETION CRITERIA

Attachment A.1, Common LSSP (throughout)
Attachment A.2, Price List (throughout)

b. Offeror shall include applicable reps and certs as required in section 5.

6.7 PREAWARD SURVEY

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

[END OF SECTION]

SECTION 7—EVALUATION FACTORS FOR AWARD

7.1 FAR 52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025) (DEVIATION)

Proposals will be evaluated in accordance with FAR 52.212-2, Evaluation- *Commercial Products and Commercial Services* (NOV 2025) (DEVIATION), in conjunction with FAR Part 15. The Government may elect to award one/more than one contract for IDIQ spacecraft processing operations and facility services resulting from this solicitation to the responsible Offeror(s) whose proposal, conforming to the solicitation, provides fair and reasonable not-to-exceed prices, and meets or exceeds the acceptability standards for non-price factors.

Proposals shall be prepared as prescribed in this RFP. Accordingly, the Government reserves the right to reject proposals determined unacceptable as described under NFS 1815.305-70, Identification of unacceptable proposals. Furthermore, proposals with exceptions to the terms and conditions, inaccurate conditional assumptions or new terms, conditions, or clauses may result in the proposal being determined unacceptable, may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing. The Government will only consider the information provided in the proposal volumes; therefore, any references to information contained outside the proposal (e.g., websites) will not be considered.

The Government intends to evaluate and select for award, based on initial proposals, without discussions or negotiations. However, the Government reserves the right to conduct discussions if deemed in the best interest of the Government. Accordingly, each Offeror should submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

Administration: The Contracting Officer will review the administrative information in Volume III for completeness and may identify areas necessary for corrections. This review is separate from the Technical/Management Capability evaluation. As such, the Government may communicate, outside of discussions, with any Offeror at any time during the evaluation process concerning the administrative information; however, substantive omissions may result in the proposal being ineligible for award. At contract award, the Representation and Certifications shall be incorporated by reference into the contract in accordance with FAR Part 52.212-4(v).

Price will be evaluated for reasonableness and the following evaluation factors will establish proposal acceptability:

Technical/Management Capability (Oral)
Technical/Management Capability (Written)

Award will be made to offerors whose price is determined reasonable, are not "unacceptable" in the Technical/Management Capability and are otherwise eligible to receive award.

7.2 VOLUME I, TECHNICAL/MANAGEMENT CAPABILITIY (ORAL)

For Oral Presentation, all the components identified in Section 6.6.1 shall be rated "Acceptable" to be eligible for contract award. Acceptability will be rated for risk and feasibility of the Offeror's responses to the stated criteria in Section 6.6.1, *Volume I, Technical/ Management Capability (Oral)*.

7.3 VOLUME I, TECHNICAL/MANAGEMENT CAPABILITY (WRITTEN)

For Written Section, proposal will be evaluated and shall be deemed "Acceptable" on the following subfactors and criteria:

7.3.1 OFFERED SERVICE

Existing Facilities

The proposed Offered Service will be evaluated for the risk and feasibility of the approach to accommodations, services, and the durations being offered to meet the SOW and Common LSSP.

The proposed nominal spacecraft processing flow will be evaluated for the risk and feasibility of flow through the facility and options on that flow availability.

Upcoming Facilities

A proposed upcoming facility will be evaluated on the subfactors in Section A. Existing Facilities above to the extent they are available.

A proposed upcoming facility will be evaluated on feasibility, completeness, and credibility of offeror's plans to deliver an operational facility by January 1, 2029, as outlined in Section 6.6.1 D.

7.3.2 ATTACHMENT A.1, LSP SPACECRAFT COMMON LSSP REQUIREMENTS COMMITMENT

The proposed Attachment A.1, *Common LSSP* Requirements commitment: The Offeror's capabilities described in Attachment A.1 will be evaluated for completeness and feasibility based on the proposed Spacecraft Processing Service Requirements. Additionally, any deviations or relaxation from the requirements will be evaluated.

7.3.3 SMALL BUSINESS SUBCONTRACTING PLAN

Small Business Subcontracting Plan (Large business only): The Offeror's Small Business Subcontracting Plan will be evaluated for appropriateness of the total proposed small business subcontracting goals and the proposed goals by small business category, as supported by the Offeror's independent assessment of subcontract opportunities for this

requirement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements, and NFS, 1819.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

7.3.4 STATEMENT OF ACCEPTANCE/SUMMARY OF EXCEPTIONS

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

7.4 VOLUME II, PRICE

The not-to-exceed prices will be evaluated for reasonableness in accordance with FAR 15.404-1(b). This analysis will take into consideration any submitted other than certified cost or pricing information supporting the proposed not-to-exceed prices.

(End of Provision)