

National Aeronautics and  
Space Administration

**Lyndon B. Johnson Space Center**  
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Houston, Texas 77058-3696



March 19, 2026

To: All Potential Offerors

Subject: Draft Request for Proposal (DRFP) Solicitation No. 80JSC026R0014 for the NASA Flown Space Vehicle Multimodal Transportation (MMT) Multiple Award Contract (MAC) Indefinite Delivery Indefinite Quantity (IDIQ)

The National Aeronautics and Space Administration (NASA) is releasing this Draft Request for Proposal (DRFP) to obtain industry insight and feedback regarding the establishment of a Flown Space Vehicle Multimodal Transportation Multiple Award Indefinite Delivery Indefinite Quantity contract vehicle. The intent of the contract is to provide NASA with an enterprise capability to support the engineering, planning, and execution of transportation operations involving flown space vehicles, spacecraft capsules, and other aerospace artifacts requiring specialized handling and multimodal transportation solutions.

NASA is seeking industry participation during the draft solicitation phase to better understand how qualified contractors would approach transportation programs involving both large aerospace vehicles and smaller spacecraft capsules. Industry feedback will assist the Government in refining the final solicitation structure, validating the scope of the Performance Work Statement, and determining how task orders issued under the MAC IDIQ should be structured to support complex engineering-driven transportation operations. This feedback will be instrumental in creating a fair and competitive environment for the final solicitation.

The scope of work under the MMT includes, but is not limited to, multimodal transportation services for large aerospace vehicles, spacecraft artifacts, aerospace hardware, flown space hardware, and other specialized Government cargo requiring engineering analysis, transportation planning, preservation measures, specialized rigging systems, infrastructure coordination, regulatory compliance, and coordinated multimodal transportation execution.

As part of this DRFP, NASA is providing two illustrative example task orders representing different classes of transportation challenges. One example addresses the conceptual relocation of a large aerospace vehicle comparable in size and complexity to a Space Shuttle Orbiter or solid rocket booster. The second example addresses the transportation of a smaller spacecraft capsule comparable to an Orion crew module or Mercury Capsule. These examples are intended to represent the range of transportation scenarios that NASA may need to support under this contract vehicle.

NASA would like industry to review these example scenarios and provide detailed responses describing how their organizations would approach engineering analysis, transportation planning, program management, and execution of such operations. Please limit written feedback responses to the DRFP to 40 pages. Additional input can be provided in the Pre-Solicitation Conference and Question and Comment period, which will be forthcoming.

NASA is particularly interested in understanding how contractors would structure and manage these efforts from initial feasibility analysis through final transportation execution, including how engineering validation, route analysis, cradle design, infrastructure coordination, and operational planning would be integrated into a complete transportation program.

The Government is also seeking industry to provide insight regarding potential cost structures associated with transportation operations of this nature. NASA is not seeking binding price proposals at this stage, but rather informed descriptions of the types of cost elements, cost drivers, anticipated costs, schedule considerations, and programmatic risks that industry would expect when planning and executing these transportation operations. This information will help NASA determine how future task orders should be structured, including how engineering phases, feasibility analysis, and execution activities may be authorized under the MAC IDIQ contract.

Responses to these example task orders will provide valuable insight into the engineering depth, transportation concepts, and program management approaches available within industry. This information will directly inform the refinement of the final solicitation, the structure of future task orders, and the overall acquisition strategy for the MAC IDIQ contract.

NASA anticipates that this contract vehicle could support both current and future transportation requirements involving flown aerospace vehicles, spacecraft hardware, and historically significant artifacts. The Government anticipates that if an RFP is issued, the resulting contract would enable NASA to establish a long-term enterprise capability that would be transportation operations ranging from small spacecraft capsules to extremely large aerospace vehicles requiring complex multimodal transportation solutions.

Industry participation during this draft solicitation phase will therefore play an important role in shaping the final structure of the solicitation and ensuring that the resulting MAC IDIQ contract effectively supports NASA's future transportation needs.

NASA anticipates it will conduct this acquisition as a full and open competition. The North American Industry Classification System (NAICS) code for this acquisition is 541330 and the small business size standard is \$25,500,000.

If an RFP is issued, it will result in a Multiple Award IDIQ with the ability to issue Firm-Fixed Price (FFP) task orders. The contract will have a base period of five (5) years from the date of award. The Government may include option periods as defined in the draft solicitation. Such contract is anticipated to be awarded 4Q FY2026, with an effective date of 4Q FY2026. There will be no phase-in period.

During the contract period, the Government will issue Requests for Task Order Proposals (RFTOPs) to all IDIQ awardees for specific projects. The Contracting Officer (CO) will then negotiate and issue individual FFP task orders to the selected contractors. Performance may be conducted onsite at NASA facilities, or at various locations as indicated in each task order.

Documents related to this DRFP, including this letter, the draft solicitation, example task orders, attachments, exhibits, any amendments and links to online reference/technical/bidders' library, in the event one will be necessary, will be attainable electronically from the World Wide Web through the Government-wide point of entry website at SAM.gov. Industry is requested to periodically monitor the websites for updates.

Please note, this DRFP has a Question and Comment period ending April 9, 2026, and NASA intends to hold a Pre-Solicitation Conference in late April 2026. NASA may hold additional conferences or exchanges depending on industry feedback. Finalized dates for each of these will

be posted to SAM.gov.

NASA JSC has worked to align the acquisition with all applicable regulatory changes issued through the Revolutionary FAR Overhaul (RFO). The model deviation text presented in the RFO may change as a result of formal and informal feedback prior to completion of the formal rulemaking process. The Government reserves the right to incorporate additional changes to this draft solicitation resulting from the RFO and related NASA FAR Supplement (NFS) updates in a subsequent amendment as soon as feasible. Please monitor SAM.gov for solicitation updates.

This Draft RFP is for informational and planning purposes only. It does not constitute an authorization to begin performance or obligate the Government to any costs. While NASA is seeking detailed responses to sample tasks orders previously stated, the Government is not seeking proposals at this time and reserves the right not to solicit or award the MMTS MAC IDIQ contract.

All questions regarding this DRFP should be submitted in writing, electronically to Jason Phillips, Contracting Officer, at [jason.c.phillips@nasa.gov](mailto:jason.c.phillips@nasa.gov).

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Jason Phillips  
Contracting Officer

**NASA Flown Space Vehicle Multimodal Transportation (MMT) Multiple Award (MAC)  
Indefinite Delivery Indefinite Quantity (IDIQ) Contract**

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**PART I – THE SCHEDULE****SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 CONTRACT TYPE**

The FSV contract is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract. The Government may issue Firm-Fixed-Price (FFP) Task Orders (TOs).

(End of clause)

**B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED / ITEMS ISSUED**

The purpose of this contract is to provide Multimodal Transportation (MMT) services for large aerospace vehicles, spacecraft artifacts, aerospace hardware, flown space hardware, and other specialized Government cargo requiring engineering analysis, transportation planning, preservation measures, specialized rigging systems, infrastructure coordination, regulatory compliance, and coordinated multimodal transportation execution. The contractor shall provide planning, analysis, engineering design, rigging and cradle development, multimodal transportation options, and relocation execution in accordance with NASA’s artifact stewardship responsibilities, technical authority requirements, and interagency agreements.

This requirement supports the Agency’s broader intent to establish a repeatable framework for future artifact movements and to mature market understanding of technical feasibility through a phased Draft RFP → Final RFP procurement strategy.

The Contractor shall provide all services, facilities and resources necessary to furnish the Contract Line Item Numbers (CLINs) in accordance with the following table, per Section C, the Performance Work Statement (PWS), Attachment J-01 *Data Requirements Descriptions*; and all other requirements specified throughout the core contract, authorized options, and individual task orders, except for resources provided by the Government under Clause G.5 NFS 1852.245-76, LIST OF GOVERNMENT FURNISHED PROPERTY FURNISHED PURSUANT TO FAR 52.245-1, GOVERNMENT PROPERTY.

**Table B.2: SUPPLIES AND/OR SERVICES TO BE PROVIDED AND TOTAL AMOUNT**

CLIN	CLIN Category	Contract Type	Title	PWS Section(s)	Section B Clause
CLIN 001	IDIQ	FFP	Movement Analysis	2-3, 9	B.6
CLIN 002	IDIQ	FFP	Movement Execution	4-11	B.7
CLIN 003	IDIQ	FFP	Additional Engineering Services	13	B.8
CLIN 004	IDIQ	FFP	Reuse of Transport Equipment	14	B.9
CLIN 005	IDIQ	FFP	Long-Term Artifact Monitoring	15	B.10

(End of clause)

**B.3 JSC 52.216-90 IDIQ MINIMUM AND MAXIMUM ORDERING LIMITS (NOV 2018)**

In accordance with FAR 52.216-22, Indefinite Quantity, the contract guaranteed minimum amount\* to be ordered under this contract is \$300,000 and the contract Not to Exceed (NTE) amount\* which may be

**PART I – THE SCHEDULE**

ordered under this contract is \$300,000,000. The Government is not obligated to order more than the minimum specified, but may order up to the NTE amount. The Contractor is obligated to fulfill orders issued, up to the NTE amount within the limits specified in FAR 52.216-19 Order Limitations.

\* These values are based on price.

(End of clause)

**B.4 PRICES FOR IDIQ TASK ORDERS (FIRM FIXED PRICE)**

The Government may order IDIQ Task Orders for activities associated with any Contract Line-Item Number(s) (CLIN(s)) and associated work outlined in this Section B and the Performance Work Statement (PWS) in Section C of this contract, at any time after contract start, in accordance with the procedures set forth in this contract, and at the rates listed in B.5.

(End of clause)

**B.5 TABLE OF RATES**

The purpose of this clause is to set forth the rates to be utilized in the subsequent negotiation of FFP IDIQ orders in accordance with clause NFS 1852.216-80, Task Ordering Procedure. The Standard Labor Categories (SLCs) used in this table are defined in Attachment [TBD]. At the bottom of the table there is a row that allows indirect rates to be applied to any non-labor resources, as required by task order, if applicable. Pricing of all FFP IDIQ orders shall be in accordance with the negotiated rates set forth below.

The following table are contractor fully burdened NTE labor rates, inclusive of profit, and are inclusive of the prime and all major subcontractors. The Contractor shall utilize the rates shown in the following tables for pricing task orders.

**Table B.5: Rates**

Labor Category	\$/Hr							
	2026	2027	2028	2029	2030	2031	2032	2033
Standard Labor Category 1								
Standard Labor Category 2								
Standard Labor Category 3								
Standard Labor Category 4								
Standard Labor Category 5								
Standard Labor Category 6								
Standard Labor Category 7								
Standard Labor Category 8								
Standard Labor Category 9								
Standard Labor Category 10								
Standard Labor Category 11								
Standard Labor Category 12								
Standard Labor Category 13								
Standard Labor Category 14								
Standard Labor Category 15								

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Labor Category	\$/Hr							
	2026	2027	2028	2029	2030	2031	2032	2033
Standard Labor Category 16								
Standard Labor Category 17								
Standard Labor Category 18								
Standard Labor Category 19								
Standard Labor Category 20								
Standard Labor Category 21								
Standard Labor Category 22								
Standard Labor Category 23								
Standard Labor Category 24								
Standard Labor Category 25								
Standard Labor Category 26								
Standard Labor Category 27								
Standard Labor Category 28								
Standard Labor Category 29								
Standard Labor Category 30								
<b>Non-Labor Resources (%) Maximum percentage</b>	15%	15%	15%	15%	15%	15%	15%	15%

(End of clause)

**B.6 PWS SECTIONS APPLICABLE TO ALL ORDERS**

The scope of all CLINs includes General Requirements (PWS Section 1), Program Management (PWS Section 2), Public Affairs, Media, and Stakeholder Coordination Support (PWS Section 9), Deliverables (PWS Section 12), Acronyms and Definitions (PWS Section 16). Orders placed for each CLIN will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.6-1 as “Generally Applicable PWS.” Each CLIN will include “Generally Applicable PWS” in its Description of Supplies/Services, which shall refer to the paragraphs outlined in Table B.6-1. The rates in section B.5 must be applied to the Generally Applicable PWS paragraphs outlined in Table B.6-1 for all CLIN work that includes “Generally Applicable PWS” in its Description .

Table B.6-1

<b>Generally Applicable PWS</b>	<b>001</b>
Contract Type	Firm Fixed Price
Description of Supplies/Services	General Requirements Program Management; Public Affairs, Media, and Stakeholder Coordination Support Deliverables Acronyms and Definitions
<b>Generally Applicable PWS Paragraphs</b>	
General Requirements	1.1, 1.2, 1.3, 1.4, 1.5
Program Management	2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 2.11, 2.12
Public Affairs, Media, and Stakeholder Coordination Support	9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7
Deliverables	12.1, 12.2, 12.3, 12.4, 12.5

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Acronyms and Definitions	16.1
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**B.7 CLIN 001 MOVEMENT ANALYSIS**

CLIN 001 scope includes Program Management (PWS Section 2), Engineering and Transportation Analysis (PWS Section 3), and Public Affairs, Media, and Stakeholder Coordination Support (PWS Section 9). Orders placed for CLIN 001 will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.7-1 as “Generally Applicable Paragraphs” and “CLIN-Specific Paragraphs.” The list of applicable paragraphs in Table B.7-1 is not all-inclusive, it does not limit the Government’s ability to include additional PWS paragraphs on any order, and each order may include additional PWS paragraphs that are applicable to that order. The rates in section B.5 must be applied to CLIN 001 work that follows the Generally Applicable and CLIN-Specific Paragraphs of the PWS outlined in Table B.7-1, and any additional PWS paragraphs indicated in each order, if such paragraphs are included.

**Table B.7-1 CLIN 001**

<b>CLIN</b>	<b>001</b>
Contract Type	Firm Fixed Price
Description of Supplies/Services	Generally Applicable PWS Engineering and Transportation Analysis;
<b>CLIN-Specific Paragraphs</b>	
Engineering and Transportation Analysis	3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 3.10, 3.11, 3.12, 3.13, 3.14, 3.15, 3.16, 3.17, 3.18, 3.19

(End of clause)

**B.8 CLIN 002 MOVEMENT EXECUTION**

CLIN 002 scope includes Program Management (PWS Section 2), Transportation Planning (PWS Section 4), Cradle and Rigging Systems (PWS Section 5), Movement Operations (PWS Section 6), Safety, Security, Environmental Compliance, Liability, and Controlled Data (PWS Section 7), Artifact Preservation and Curatorial Support (PWS Section 8), Public Affairs, Media, and Stakeholder Coordination Support (PWS Section 9), Readiness Reviews (PWS Section 10), and Post Transportation Activities (PWS Section 11). Orders placed for CLIN 002 will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.8-1 as “Generally Applicable Paragraphs” and “CLIN-Specific Paragraphs.” The list of applicable paragraphs in Table B.8-1 is not all-inclusive, it does not limit the Government’s ability to include additional PWS paragraphs on any order, and each order may include additional PWS paragraphs that are applicable to that order. The rates in section B.5 must be applied to CLIN 002 work that follows the Generally Applicable and CLIN-Specific Paragraphs of the PWS outlined in Table B.8-1, and any additional PWS paragraphs indicated in each order, if such paragraphs are included.

**Table B.8-1 CLIN 002**

<b>CLIN</b>	<b>002</b>
Contract Type	Firm Fixed Price

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Description of Supplies/Services	Generally Applicable PWS Transportation Planning; Cradle and Rigging Systems; Movement Operations; Safety, Security, Environmental Compliance, Liability, and Controlled Data; Artifact Preservation and Curatorial Support; Readiness Reviews; Post Transportation Activities
<b>CLIN-Specific Paragraphs</b>	
Transportation Planning,	4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 4.13, 4.14, 4.15, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26, 4.27, 4.28, 4.29
Cradle and Rigging Systems,	5.1, 5.2, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.1, 5.11, 5.12, 5.13
Movement Operations,	6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 6.18, 6.19, 6.20, 6.21, 6.22
Safety, Security, Environmental Compliance, Liability, and Controlled Data,	7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.14, 7.15, 7.16, 7.17, 7.18, 7.19, 7.20, 7.21, 7.22, 7.23, 7.24, 7.25, 7.26, 7.27,
Artifact Preservation and Curatorial Support,	8.1, 8.2, 8.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9
Readiness Reviews,	10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9
Post Transportation Activities	11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8

(End of clause)

**B.9 CLIN 003 ADDITIONAL ENGINEERING SERVICES**

CLIN 003 scope includes Additional Engineering Services (PWS Section 13). Orders placed for CLIN 003 will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.9-1 as “Generally Applicable Paragraphs” and “CLIN-Specific Paragraphs.” The list of applicable paragraphs in Table B.9-1 is not all-inclusive, it does not limit the Government’s ability to include additional PWS paragraphs on any order, and each order may include additional PWS paragraphs that are applicable to that order. The rates in section B.5 must be applied to CLIN 003 work that follows the Generally Applicable and CLIN-Specific Paragraphs of the PWS outlined in Table B.9-1, and any additional PWS paragraphs indicated in each order, if such paragraphs are included.

**Table B.9-1 CLIN 003**

<b>CLIN</b>	<b>003</b>
Contract Type	Firm Fixed Price
Description of Supplies/Services	Generally Applicable PWS Additional Engineering Services
<b>CLIN-Specific Paragraphs</b>	
Additional Engineering Services	13.1, 13.2

(End of clause)

**B.10 CLIN 004 REUSE OF TRANSPORT EQUIPMENT**

CLIN 004 scope includes Reuse of Transport Equipment (PWS Section 14). Orders placed for CLIN 004 will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.10-1 as “Generally

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Applicable Paragraphs” and “CLIN-Specific Paragraphs.” The list of applicable paragraphs in Table B.10-1 is not all-inclusive, it does not limit the Government’s ability to include additional PWS paragraphs on any order, and each order may include additional PWS paragraphs that are applicable to that order. The rates in section B.5 must be applied to CLIN 004 work that follows the Generally Applicable and CLIN-Specific Paragraphs of the PWS outlined in Table B.10-1, and any additional PWS paragraphs indicated in each order, if such paragraphs are included.

**Table B.10-1 CLIN 004**

<b>CLIN</b>	<b>004</b>
Contract Type	Firm Fixed Price
Description of Supplies/Services	Generally Applicable PWS Reuse of Transport Equipment
<b>CLIN-Specific Paragraphs</b>	
Reuse of Transport Equipment	14.1, 14.2

(End of clause)

**B.11 CLIN 005 LONG-TERM ARTIFACT MONITORING**

CLIN 005 scope includes Long-Term Artifact Monitoring (PWS Section 15). Orders placed for CLIN 005 will include work that must be conducted pursuant to the PWS paragraphs outlined in Table B.11-1 as “Generally Applicable Paragraphs” and “CLIN-Specific Paragraphs.” The list of applicable paragraphs in Table B.11-1 is not all-inclusive, it does not limit the Government’s ability to include additional PWS paragraphs on any order, and each order may include additional PWS paragraphs that are applicable to that order. The rates in section B.5 must be applied to CLIN 005 work that follows the Generally Applicable and CLIN-Specific Paragraphs of the PWS outlined in Table B.11-1, and any additional PWS paragraphs indicated in each order, if such paragraphs are included.

**Table B.11-1 CLIN 005**

<b>CLIN</b>	<b>005</b>
Contract Type	Firm Fixed Price
Description of Supplies/Services	Generally Applicable PWS Long-Term Artifact Monitoring
<b>CLIN-Specific Paragraphs</b>	
Long-Term Artifact Monitoring	15.1, 15.2

(End of clause)

[END OF SECTION]

**PART I – THE SCHEDULE****SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK****PERFORMANCE WORK STATEMENT****SECTION 1 – GENERAL REQUIREMENTS****1.1 SCOPE OF CONTRACT**

1.1.1 The purpose of this contract is to establish a Multiple Award Indefinite Delivery Indefinite Quantity (MAC IDIQ) contract vehicle to provide multimodal transportation services for large aerospace vehicles, spacecraft artifacts, aerospace hardware, flown space hardware, and other specialized Government cargo requiring engineering analysis, transportation planning, preservation measures, specialized rigging systems, infrastructure coordination, regulatory compliance, and coordinated multimodal transportation execution.

1.1.2 Transportation services performed under this contract may utilize one or more transportation modes including airlift, sealift, rail transport, overland heavy haul transport, barge transport, or other specialized conveyance systems. Transportation modes may be used individually or in combination depending on the technical requirements of the cargo and mission needs of the Government.

1.1.3 The Contractor shall provide all personnel, management, engineering services, preservation support, transportation equipment, planning support, regulatory coordination, and operational capabilities necessary to plan and execute transportation operations under task orders issued pursuant to this contract.

1.1.4 The Government intends to establish an enterprise transportation capability capable of supporting a wide range of transportation requirements, including movement of large aerospace vehicles, historic artifacts, launch vehicle components, spacecraft structures, flown space hardware, aerospace assemblies, scientific payloads, and other unique Government assets.

1.1.5 Task orders issued under this contract may range from engineering studies and feasibility assessments to full transportation execution, preservation planning, infrastructure modification planning, transport system design, transport cradle fabrication, artifact handling support, public coordination support, or other activities required to safely and lawfully execute Government transportation requirements.

1.1.6 The Government will utilize this contract to support transportation of aerospace vehicles, spacecraft artifacts, flown space hardware, and related equipment between NASA facilities, Federal facilities, storage locations, restoration facilities, testing facilities, and authorized public display institutions.

1.1.7 Contractors shall be capable of planning and executing transportation operations between geographically dispersed locations across the United States and, if required by task order, between domestic and international locations, subject to applicable Government approvals and regulatory requirements.

1.1.8 Contractors shall consider infrastructure limitations, route constraints, artifact preservation requirements, physical interface constraints, regulatory requirements, security considerations, and multimodal transportation requirements when developing transportation approaches.

1.1.9 The Government intends this contract to serve as an agency-level enterprise vehicle for recurring and future transportation requirements involving flown space hardware and other specialized Government aerospace property. This contract is not intended solely for a single movement requirement, but as a strategic institutional capability supporting present and future Government mission support needs.

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1.1.10 The Government's intent is that transportation concepts developed under this contract treat flown space vehicles, historic aerospace vehicles, and significant aerospace artifacts as irreplaceable national assets requiring preservation-focused handling, conservative engineering assumptions, documented load-path control, and deliberate operational pacing rather than routine commercial cargo movement.

1.1.11 For assets of exceptional national significance, the Government may require intact transportation concepts that avoid disassembly, cutting, structural breakout, or permanent alteration of the item being transported. When such requirements are identified in a task order, Contractors shall demonstrate how their approach preserves artifact condition and prevents transport-induced damage to structural hard points, exterior surfaces, thermal protection systems, or other historically significant features.

### **1.2 GOVERNMENT FURNISHED INFORMATION AND PROPERTY**

1.2.1 The Government may provide Government Furnished Information (GFI) and Government Furnished Property (GFP) in support of task orders issued under this contract.

1.2.2 GFI may include engineering drawings, structural analyses, historical transport data, preservation records, technical manuals, vehicle configuration data, inspection records, route studies, prior transport cradle designs, interface control documents, or other information relevant to transportation planning and execution.

1.2.3 GFP may include Government-owned transport cradles, support fixtures, protective coverings, handling equipment, engineering data packages, interface hardware, transport accessories, or other property made available to the Contractor for task order performance.

1.2.4 The Contractor shall evaluate Government-furnished assets and information for suitability, identify deficiencies or limitations, and recommend reuse, recertification, modification, supplementation, or replacement as necessary to support transportation operations.

1.2.5 The Contractor shall protect all GFI and GFP from loss, damage, unauthorized use, unauthorized disclosure, and misuse during contract performance.

### **1.3 CARGO DESCRIPTION AND LOCATIONS**

1.3.1 Cargo transported under this contract may include aerospace vehicles, spacecraft artifacts, aerospace flight hardware, flown space hardware, launch vehicle components, structural assemblies, scientific payloads, support equipment, exhibit components, or other specialized Government property.

1.3.2 Cargo may require specialized environmental protection systems, structural support systems, protective enclosures, vibration mitigation systems, contamination controls, security controls, or other protective measures during transportation operations.

1.3.3 Transportation activities performed under this contract may involve movement of Government aerospace vehicles, spacecraft artifacts, aerospace hardware, flown space hardware, or related equipment between Government facilities, storage locations, testing facilities, restoration facilities, museums, or authorized public display institutions.

1.3.4 Potential origin locations for transportation activities may include NASA centers, Federal facilities, aerospace manufacturing or testing locations, storage facilities, museums, or other Government-approved sites where aerospace artifacts are maintained or stored.

1.3.5 Potential destination locations for transportation activities may include NASA centers, Federal

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facilities, storage locations, restoration facilities, or authorized public display institutions that receive aerospace artifacts for exhibition, educational purposes, restoration, stewardship, or archival preservation.

1.3.6 Representative Government facilities that may serve as origin or destination locations include, but are not limited to, NASA Headquarters, Kennedy Space Center, Johnson Space Center, Marshall Space Flight Center, Stennis Space Center, Langley Research Center, Glenn Research Center, Armstrong Flight Research Center, Ames Research Center, Jet Propulsion Laboratory, Wallops Flight Facility, Michoud Assembly Facility, and White Sands Test Facility.

1.3.7 Representative museums and public institutions that may receive aerospace artifacts include, but are not limited to, Smithsonian National Air and Space Museum, Steven F. Udvar-Hazy Center, Space Center Houston, Kennedy Space Center Visitor Complex, U.S. Space and Rocket Center, California Science Center, Intrepid Sea, Air & Space Museum, Evergreen Aviation & Space Museum, Kansas Cosmosphere, The Museum of Flight, Strategic Air Command & Aerospace Museum, and Pima Air & Space Museum.

1.3.8 Transportation activities performed under this contract may involve movement between any combination of Government facilities and authorized recipient institutions.

1.3.9 The locations listed in this section are provided for planning reference only and are not intended to represent a complete list of potential transportation origins or destinations. Task orders issued under this contract may identify additional locations as required to support Government mission needs.

1.3.10 Transportation activities performed under this contract may support reutilization, transfer, exhibit placement, museum allocation, storage relocation, restoration, or other authorized disposition actions involving NASA equipment, personal property, or artifacts.

### **1.4 CARGO SIZE CLASSIFICATION AND TRANSPORTATION COMPLEXITY**

1.4.1 Cargo transported under this contract may vary significantly in size, weight, structural complexity, historical sensitivity, configuration sensitivity, and transportation requirements.

1.4.2 For transportation planning purposes, cargo may generally fall into two categories: Large Aerospace Vehicles and Small Aerospace Vehicles or Capsules.

1.4.3 Large Aerospace Vehicles are defined as aerospace artifacts or vehicles that exceed typical highway transportation dimensions or weights and require specialized transportation planning, structural engineering analysis, support structures, heavy lift systems, custom rigging systems, or multimodal transportation solutions.

1.4.4 As an example of a Large Aerospace Vehicle, the Space Shuttle Orbiter represents a class of assets that is exceptionally large and structurally complex. An asset of this class may require specialized transport cradles, heavy-lift systems, route surveys, infrastructure assessments, protective environmental systems, and multimodal transportation planning including barge transport, aircraft transport, or heavy haul transport systems.

1.4.5 Transportation of assets of this scale may require extensive engineering analysis, route planning, bridge and infrastructure evaluation, temporary infrastructure modifications, coordination with multiple transportation authorities, extensive escort support, and development of specialized transport equipment.

1.4.6 Small Aerospace Vehicles or Capsules are defined as spacecraft or aerospace artifacts that are significantly smaller in size and mass and may be transported using conventional transportation systems with appropriate protective handling procedures.

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1.4.7 As an example of a Small Aerospace Vehicle, the Orion or Apollo capsule represents a class of spacecraft that may be capable of transport using conventional flatbed transport, cargo aircraft, or commercial shipping methods with appropriate protective packaging, restraint systems, environmental controls, and handling procedures.

1.4.8 Government Intent. The Government intends to utilize this contract for transportation requirements across the full spectrum of aerospace artifact sizes and complexities. Contractors shall demonstrate the ability to support transportation operations ranging from small spacecraft or capsules to extremely large aerospace vehicles requiring complex engineering analysis, artifact preservation, infrastructure coordination, public coordination, and multimodal transportation execution.

### **1.5 APPLICABLE DOCUMENTS AND COMPLIANCE**

1.5.1 Transportation planning, preservation, packaging, handling, and movement of aerospace vehicles, artifacts, and flown space hardware performed under this contract shall be conducted in accordance with applicable Federal law, regulation, and NASA policy directives and procedural requirements governing transportation, handling, property accountability, artifact disposition, and disposal of aerospace hardware. Applicable NASA references may include, but are not limited to, NPR 7120.5, NASA Space Flight Program and Project Management Requirements; NPR 7123.1, NASA Systems Engineering Processes and Requirements; NPR 8715.1, NASA Safety and Health Programs; NPR 8621.1, NASA Mishap and Close Call Reporting, Investigating, and Recordkeeping; NPR 1620.3, NASA Physical Security Requirements; NPR 2190.1, NASA Export Control Program; NPD 1380.1, NASA Media and Communications Policy; NPR 6000.1H, Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components, NPR 4200.1H, NASA Equipment Management Procedural Requirements, which establishes Agency procedures governing accountability, control, management, and excess processing of NASA equipment. NPR 4310.1A, Artifact Identification and Disposition, which establishes Agency procedures governing identification, reporting, allocation, transfer, and disposition of NASA artifacts.

1.5.6 Transportation operations shall also comply with applicable Federal transportation regulations, Department of Transportation requirements, maritime regulations, aviation regulations, and all applicable Federal, State, local, and Tribal regulatory requirements governing oversize cargo, specialized equipment, and high-value artifacts.

1.5.7 When transportation activities are performed at or through NASA facilities, the Contractor shall comply with applicable Center-specific safety, security, access, escort, transportation, logistics, environmental, emergency management, and public affairs procedures identified by the Government.

### **SECTION 2 – PROGRAM MANAGEMENT**

2.1 The Contractor shall provide program management services necessary to support transportation planning and execution activities under this contract.

2.2 The Contractor shall prepare and maintain a Program Management Plan (DRD-01) describing the organizational structure, management approach, communication processes, decision processes, stakeholder coordination methods, subcontractor management methods, and program oversight methods used to execute task orders issued under this contract.

2.3 The Contractor shall maintain an Integrated Master Schedule (DRD-02) identifying engineering activities, transportation planning milestones, preservation activities, regulatory approval milestones, readiness events, operational execution milestones, and post-movement closeout activities.

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2.4 The Contractor shall prepare a Work Breakdown Structure and Dictionary (DRD-03) describing tasks and subtasks required for task order execution.

2.5 The Contractor shall maintain a Risk Management Plan and Risk Register (DRD-04) identifying technical, operational, schedule, preservation, infrastructure, regulatory, security, public interface, export control, and stakeholder coordination risks associated with transportation activities.

2.6 The Contractor shall submit Monthly Program Management Reports (DRD-05) summarizing technical progress, schedule status, risk status, major decisions, preservation issues, infrastructure concerns, regulatory issues, public coordination issues, and significant program issues.

2.7 The Contractor shall provide interface management and coordination support among Government organizations, museums, transportation authorities, utilities, law enforcement entities, port or terminal operators, airfield operators, rail operators, regulatory bodies, and other stakeholders as required by task order.

2.8 The Contractor shall manage all subcontractors performing work under task orders issued pursuant to this contract and shall ensure subcontractor performance is fully integrated with task order requirements, schedules, interfaces, and reporting requirements.

2.9 The Contractor shall provide interagency coordination support, as required by task order, for transportation operations involving Government-furnished air mobility, military airlift, military airfields, U.S.-flag maritime transportation providers, port authorities, marine terminals, barge operators, vessel operators, and other Government or commercial transportation stakeholders.

2.10 Where task orders involve Department of Defense support, Government-furnished military aircraft, military airfields, U.S.-flag vessels, barges, ports, or other Government transportation capabilities, the Contractor shall coordinate Contractor activities in a manner consistent with Government direction, security requirements, terminal or airfield access requirements, cargo interface requirements, and applicable operational restrictions.

2.11 The Contractor shall manage interface coordination among transportation providers, vessel operators, port or terminal authorities, air mobility representatives, utility providers, escort providers, recipient institutions, Center operations personnel, Center safety personnel, Center security personnel, and Government stakeholders to ensure sequencing, readiness, transfer compatibility, and continuity of operations across all transportation modes.

2.12 Government Intent. The Government intends for Contractors to demonstrate the ability to manage complex multimodal transportation operations and coordinate engineering, logistics, preservation, infrastructure, regulatory, and operational activities across multiple stakeholders and multiple modes of transportation.

## **SECTION 3 – ENGINEERING AND TRANSPORTATION ANALYSIS**

3.1 The Contractor shall perform engineering analysis necessary to determine safe transportation methods for Government cargo.

3.2 The Contractor shall prepare a Transportation Concept of Operations (DRD-10) describing the proposed multimodal transportation approach, operational sequencing, cargo interfaces, staging concepts, mode selection rationale, and key assumptions.

3.3 The Contractor shall perform trade studies documented in a Multimodal Transportation Feasibility

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Analysis (DRD-11) evaluating potential transportation modes, combinations of modes, alternative execution concepts, route concepts, and supporting infrastructure strategies.

3.4 The Contractor shall perform structural assessments documented in a Structural Load and Stress Analysis (DRD-12). The Structural Load and Stress Analysis shall evaluate the structural loads experienced by the cargo during lifting, restraint, transportation, and modal transfers. The analysis shall identify load paths, stress concentrations, lifting interface stresses, restraint loads, support structure loads, and transport-induced dynamic loads. The analysis shall address conditions associated with heavy haul transport, marine transport, airlift transport, rail transport, crane lifting, and transfer operations where applicable. The Contractor shall identify allowable load limits, structural safety margins, recommended lift points, prohibited load application areas, and any required reinforcement, support systems, or operational constraints necessary to preserve structural integrity of the artifact during transportation.

3.5 The Contractor shall perform infrastructure and route evaluations documented in a Transportability Engineering Assessment (DRD-13). The Transportability Engineering Assessment shall evaluate whether the cargo can be safely transported along proposed routes and through proposed transportation interfaces. The assessment shall analyze roadway geometry, bridge capacities, pavement limitations, overhead clearance constraints, turning radii, utility conflicts, rail interface compatibility, airfield access conditions, port or terminal access, pier or dock suitability, staging area requirements, and cargo transfer points. The assessment shall identify infrastructure limitations, required infrastructure modifications, temporary removals, utility coordination requirements, escort requirements, staging constraints, and any engineering or operational mitigations required to enable transportation execution.

3.6 The Contractor shall perform modeling and simulation analysis documented in an Engineering Modeling and Simulation Report (DRD-14). The Engineering Modeling and Simulation Report shall document analytical models and simulations used to evaluate transportation loads, vibration environments, cargo restraint performance, structural responses, lifting operations, and modal transfer operations. Modeling and simulation activities may include dynamic load modeling, vibration analysis, transport motion modeling, structural response analysis, clearance simulations, lifting simulations, cargo restraint simulations, and route visualization models. The analysis shall be used to validate transportation concepts, evaluate risk conditions, confirm structural safety margins, and support selection of the most technically sound transportation approach.

3.7 The Contractor shall perform digital engineering activities as required to support route analysis, load path analysis, dimensional clearance analysis, vibration assessments, restraint analysis, lifting analysis, transport interface analysis, and transportation system visualization.

3.8 The Contractor shall evaluate reuse, recertification, modification, refurbishment, or replacement of existing Government-furnished support structures, cradles, transport fixtures, or rigging systems where applicable.

3.9 The Contractor shall assess infrastructure impacts associated with transportation operations, including bridges, roads, pavements, utilities, crane pads, airfield pavements, barge loading locations, dock facilities, rail interfaces, and staging areas.

3.10 The Contractor shall assess cargo sensitivity to environmental exposure, shock, vibration, handling loads, moisture, particulate contamination, thermal conditions, and other transportation-related stressors.

3.11 The Contractor shall identify cargo handling constraints, approved load application locations, prohibited contact locations, protective interface requirements, and support requirements necessary to preserve structural integrity and artifact condition.

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3.12 The Contractor shall, where required by task order, conduct or support inspections, non-destructive evaluation, dimensional verification, and condition documentation necessary to support engineering analysis and transportation planning.

3.13 The Contractor shall, where marine or barge transportation is under consideration, assess marine transport suitability including barge interface requirements, vessel loading constraints, deck load capacity, seafastening concepts, mooring considerations, cargo clearance constraints, route navigability, tidal considerations, pier or berth suitability, and environmental exposure risks associated with marine transport.

3.14 The Contractor shall, where air mobility or military airlift is under consideration, assess cargo suitability for transport by Government aircraft or military airlift platforms, including dimensional compatibility, cargo weight, center of gravity, restraint interface requirements, ground handling constraints, aircraft loading limitations, airfield suitability, and cargo transfer requirements.

3.15 The Contractor shall evaluate cargo exposure risks associated with marine transportation, including salt air, moisture intrusion, precipitation, ultraviolet exposure, thermal cycling, vibration, vessel motion, deck drainage, and corrosion risks, and shall identify mitigation measures necessary to preserve artifact condition.

3.16 Government Intent. The Government expects Contractors to perform thorough engineering analysis prior to transportation operations to ensure safety, structural integrity, preservation of Government hardware, and suitability of the selected transportation approach.

3.17 The Contractor shall prepare a Non-Destructive Evaluation Plan (DRD-015) identifying inspection techniques, inspection intervals, documentation requirements, and acceptance criteria used to verify structural condition of Government cargo prior to and following transportation operations.

3.18 The Contractor shall prepare an Artifact Protection Plan (DRD-016) describing environmental protection systems, protective coverings, corrosion protection measures, vibration mitigation methods, contamination control procedures, and handling precautions necessary to protect historically significant aerospace artifacts during transportation operations.

3.19 The Contractor shall prepare a Safety Engineering Assessment (DRD-017) evaluating structural safety margins, lifting interfaces, load paths, environmental exposure risks, transport-induced stresses, and engineering safety considerations associated with transportation operations.

## **SECTION 4 – TRANSPORTATION PLANNING**

4.1 The Contractor shall prepare a Detailed Transportation Execution Plan (DRD-18) describing the proposed transportation approach, including transportation modes, route selection, staging locations, transfer points, sequencing of operations, equipment requirements, protection systems, schedule assumptions, contingency actions, and required stakeholder coordination.

4.2 The Contractor shall conduct route surveys documented in a Route Survey and Infrastructure Assessment (DRD-19). Route surveys shall evaluate roadway geometry, turning radii, clearance limitations, bridge capacities, pavement conditions, marine access points, rail interface constraints, airfield access conditions, utility conflicts, traffic impacts, staging requirements, and any other infrastructure considerations affecting transportation execution.

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4.3 The Contractor shall prepare and maintain a Transportation Permits, Approvals, and Regulatory Coordination Plan (DRD-20) identifying all permits, licenses, clearances, route approvals, escort requirements, access authorizations, and regulatory actions required to execute transportation operations under each task order.

4.4 The Transportation Permits, Approvals, and Regulatory Coordination Plan shall identify the issuing authority, required lead times, application milestones, operational restrictions, expiration dates, permit status, special conditions, and dependencies associated with each permit or approval.

4.5 Unless otherwise specified by the Government in an individual task order, the Contractor shall identify, obtain, maintain, and comply with all permits, approvals, licenses, escorts, route authorizations, and regulatory clearances required to lawfully execute transportation operations.

4.6 The Contractor shall ensure required permits and approvals remain valid throughout the execution period and shall immediately notify the Government of any permit limitations, denials, expirations, modifications, suspensions, or compliance issues that may affect transportation execution.

4.7 For ground transportation task orders, the Contractor shall coordinate and obtain, as applicable, oversize and overweight permits, State and local Department of Transportation approvals, bridge crossing approvals, roadway occupancy approvals, temporary traffic control approvals, escort requirements, nighttime or restricted-hour movement approvals, roadway closure approvals, and utility crossing or temporary line lift coordination approvals.

4.8 For air transportation task orders, the Contractor shall coordinate aircraft compatibility, cargo loading interfaces, airfield operating constraints, airport access, aircraft operator requirements, dimensional and weight limitations, restraint system requirements, and any required approvals or operating clearances associated with aircraft loading, unloading, or airfield access.

4.9 Where task orders involve movement of cargo using Government aircraft, military aircraft, charter aircraft, or commercial aircraft, the Contractor shall ensure transportation planning and cargo preparation are consistent with applicable airlift interface requirements, weight and balance constraints, loading system requirements, and airfield operating requirements.

4.10 Where task orders involve Government-furnished military air mobility capability, including but not limited to strategic airlift platforms such as C-5 or C-17 aircraft, the Contractor shall support planning and coordination necessary to ensure cargo compatibility with the assigned airlift platform, airfield interfaces, cargo loading systems, restraint requirements, weight and balance constraints, dimensional limitations, ground handling requirements, and aircraft operating limitations.

4.11 The Contractor shall prepare air mobility interface documentation describing cargo geometry, cargo mass properties, lift points, restraint locations, support equipment interfaces, protective measures, access requirements, and loading sequence assumptions necessary to support Government airlift planning and execution.

4.12 The Contractor shall coordinate, as required by task order, with Government-designated air mobility stakeholders regarding aircraft compatibility, airfield suitability, cargo loading concepts, loading support equipment, ramp access, aircraft ground time constraints, sequencing of cargo transfer activities, and contingency planning for delayed, modified, or unavailable air mobility support.

4.13 For marine, barge, or sealift transportation task orders, the Contractor shall coordinate port access, berth suitability, barge loading and unloading requirements, dockside crane interfaces, navigational

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considerations, terminal operating restrictions, marine facility approvals, and other approvals or access requirements necessary to execute movement by waterborne transport.

4.14 The Contractor shall plan marine and barge transportation operations in sufficient detail to address barge selection, deck loading configuration, cargo support systems, seafastening concepts, stability considerations, mooring arrangements, tow arrangements where applicable, tug support requirements, loading and unloading methodology, transfer sequencing, weather windows, tidal influences, route restrictions, under-bridge clearances, and destination offload conditions.

4.15 The Contractor shall assess and document the suitability of ports, piers, docks, wharves, marine terminals, barge slips, and shoreline transfer locations proposed for task order execution, including structural adequacy, crane access, load-bearing suitability, water depth, approach constraints, available laydown space, staging constraints, and access control requirements.

4.16 The Contractor shall identify protective measures necessary to preserve Government cargo during marine transportation, including weatherproofing, corrosion protection, saltwater exposure controls, drainage controls, deck interface protection, motion restraint, impact protection, and temporary enclosure systems where appropriate.

4.17 The Contractor shall identify and document marine-specific permits, approvals, notices, and coordination requirements associated with waterborne transport, including port authority requirements, terminal access requirements, navigational restrictions, vessel operating limitations, and other regulatory or operational conditions affecting execution.

4.18 When waterborne transportation is performed under this contract, the Contractor shall comply with applicable cargo preference and maritime shipping requirements and shall utilize U.S.-flag vessels to the extent required by law, regulation, Department of Transportation maritime policy, and task-order-specific Government direction, unless otherwise authorized in writing by the Government.

4.19 The Contractor shall ensure proposed marine conveyance solutions, including barges, vessels, and supporting marine transport equipment, are suitable for the dimensions, weight, structural sensitivity, preservation requirements, and handling requirements of the cargo to be transported.

4.20 For rail transportation task orders, the Contractor shall coordinate rail carrier approvals, railcar compatibility, loading envelope limits, route restrictions, tie-down requirements, interchange restrictions, and loading or unloading site access requirements associated with rail movement.

4.21 The Contractor shall prepare an Environmental Protection Plan (DRD-21) describing environmental controls, contamination prevention measures, weather protection methods, moisture protection, corrosion prevention measures, and environmental risk mitigations applicable to transportation and staging operations.

4.22 The Contractor shall identify and document all temporary infrastructure modifications, protective measures, or civil works necessary to support transportation execution, including roadway reinforcement, temporary matting, crane support pads, utility relocation, fencing removal, traffic signal removal, sign removal, grading, temporary access improvements, pier or dock preparation, and restoration of affected areas following movement completion.

4.23 The Contractor shall prepare a Transportation Contingency and Recovery Plan addressing alternate routes, alternate schedules, alternate staging areas, alternate transportation modes, emergency cargo stabilization, permit denial scenarios, permit delay scenarios, weather delays, infrastructure failures,

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utility conflicts, escort disruptions, equipment failures, public access disruptions, marine delays, air mobility delays, and recovery actions necessary to continue or safely suspend transportation operations.

4.24 The Contractor shall prepare and maintain a regulatory compliance matrix identifying each permit, approval, clearance, and access authorization required for the task order, the responsible party, date submitted, date approved, special restrictions, validity period, renewal requirements, and operational dependencies.

4.25 The Contractor shall coordinate transportation planning with Federal, State, local, Tribal, and private stakeholders as necessary to support route approval, roadway access, utility conflict resolution, port access, rail access, airfield access, public safety, and operational readiness.

4.26 The Contractor shall support planning for public and stakeholder coordination where transportation operations may affect public roadways, local communities, museums, public venues, utility providers, maritime facilities, airfields, or other external stakeholders.

4.27 Such support may include movement notifications, traffic impact planning, public access considerations, stakeholder communication planning, public safety messaging inputs, and support to Government-led public information activities.

4.28 The Contractor shall prepare a Hazardous Materials Transportation Plan (DRD-022) identifying hazardous materials that may be present within transported cargo, regulatory requirements applicable to such materials, handling precautions, and transportation compliance requirements consistent with applicable Department of Transportation regulations.

4.29 Government Intent. Transportation planning shall evaluate all feasible transportation options and identify the safest, most efficient, most legally supportable, and most protective approach consistent with Government mission requirements, artifact preservation needs, regulatory compliance obligations, and public safety considerations.

## **SECTION 5 – CRADLE AND RIGGING SYSTEMS**

5.1 The Contractor shall design, analyze, fabricate, modify, refurbish, recertify, or integrate transportation support systems required to safely transport Government cargo.

5.2 The Contractor shall prepare a Cradle and Support Structure Design Package (DRD-26). The Cradle and Support Structure Design Package shall include engineering drawings, structural design documentation, interface definitions, load distribution diagrams, material specifications, fabrication requirements, and inspection criteria associated with the transport cradle or support system. The package shall identify cargo support locations, load paths, restraint interfaces, lifting interfaces, structural safety margins, allowable load limits, environmental protection interfaces, and compatibility with the transportation modes proposed. The package shall also identify fabrication methods, assembly procedures, inspection requirements, and verification testing necessary to ensure the cradle or support structure safely supports the cargo during lifting, transport, staging, and modal transfer operations.

5.3 The Contractor shall prepare a Rigging Design and Analysis Report (DRD-27). The Rigging Design and Analysis Report shall document the rigging configuration, rigging hardware selection, lifting geometry, load distribution through rigging components, and structural loads applied to the cargo during lifting operations. The report shall include rigging diagrams, sling configurations, lifting point analysis, spreader beam configurations, load calculations, safety factors, and compatibility with cranes, heavy lift systems, or aircraft loading systems as applicable. The report shall also identify rigging inspection requirements, rigging installation procedures, and operational limitations necessary to ensure safe lifting

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and handling of the cargo.

5.4 The Contractor shall prepare a Lift and Handling Plan (DRD-28). The Lift and Handling Plan shall describe the procedures, equipment, sequencing, and safety controls used to lift, move, stage, transfer, and position Government cargo during transportation operations. The plan shall identify crane requirements, lifting equipment capacities, rigging installation procedures, lifting sequences, staging locations, personnel responsibilities, safety controls, exclusion zones, weather limitations, communication procedures, and contingency actions. The Lift and Handling Plan shall address all lifting and transfer operations associated with the transportation approach, including loading, unloading, modal transfer points, staging operations, and final emplacement at the destination.

5.5 The Contractor shall evaluate load distribution, restraint interfaces, environmental protection interfaces, structural support methods, lifting load paths, tie-down methods, and support equipment suitability for transportation systems used under this contract.

5.6 The Contractor shall assess whether existing Government-furnished cradle or support systems may be reused and, if so, shall document inspection, recertification, refurbishment, modification, testing, or replacement requirements.

5.7 The Contractor shall ensure cradle and rigging systems are compatible with cargo geometry, cargo interface limitations, transport mode constraints, transfer operations, and preservation requirements.

5.8 The Contractor shall document fabrication, inspection, verification, and acceptance processes for cradle, support, and rigging systems developed or modified under task orders issued pursuant to this contract.

5.9 Where marine or barge transport is proposed, the Contractor shall design or validate cargo support, restraint, seafastening, and deck interface systems necessary to safely secure Government cargo for waterborne transport and associated loading and unloading operations.

5.10 The Contractor shall ensure cradle, support, and restraint systems used for marine transport are compatible with anticipated vessel or barge motions, deck load distribution requirements, seafastening attachment methods, environmental protection systems, and port transfer operations.

5.11 Where air mobility is proposed, the Contractor shall ensure cradle, support, restraint, and cargo interface systems are compatible with assigned aircraft loading systems, cargo restraint requirements, aircraft geometry constraints, and airfield loading operations.

5.12 The Contractor shall prepare a Fixture Qualification Test Report (DRD-029) documenting verification testing, load testing, inspection results, and certification that cradle systems, lifting fixtures, support structures, and rigging assemblies developed or modified under this contract are structurally adequate for transportation operations.

5.13 Government Intent. Transportation cradle and rigging systems must protect the structural integrity, configuration, and historical condition of Government artifacts while ensuring safe transport and handling.

## SECTION 6 – MOVEMENT OPERATIONS

6.1 The Contractor shall execute transportation operations necessary to move Government cargo between locations.

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6.2 The Contractor shall prepare a Transportation Readiness Review Package (DRD-30) documenting readiness for transportation operations. The Transportation Readiness Review Package shall document that all engineering, operational, regulatory, safety, preservation, and logistical preparations required for transportation execution have been completed and verified. The package shall include confirmation that engineering analyses, cradle and rigging systems, support equipment, lifting plans, transportation routes, infrastructure preparations, permit approvals, regulatory clearances, safety procedures, security controls, artifact preservation measures, and contingency plans are complete and ready for execution.

The Transportation Readiness Review Package shall also document readiness of transportation equipment, heavy haul systems, cranes, aircraft interfaces, marine conveyances, rail systems, or other transportation platforms associated with the task order. The package shall identify readiness of cargo handling procedures, personnel qualifications, safety controls, staging locations, cargo protection systems, communication protocols, escort coordination, and operational sequencing required to conduct the transportation operation.

Where multimodal transportation is planned, the Transportation Readiness Review Package shall confirm readiness for each transportation mode and each modal transfer point, including loading operations, unloading operations, cargo transfer interfaces, staging locations, and associated infrastructure readiness.

The Contractor shall provide supporting documentation, certifications, inspection records, engineering approvals, permit documentation, readiness checklists, and status summaries necessary for the Government to evaluate and confirm that transportation operations may safely proceed.

6.3 The Contractor shall prepare a Movement Operations Plan (DRD-31) describing operational procedures, cargo transfer points, modal transitions, crew responsibilities, staging actions, communication protocols, traffic control interfaces, weather criteria, contingency triggers, and coordination points.

6.4 The Contractor shall provide Movement Status Reports (DRD-33) documenting operational progress, route status, milestone completion, issues encountered, corrective actions taken, and any changes to schedule, staging, or coordination requirements.

6.5 Transportation operations may include use of heavy haul vehicles, Self-Propelled Modular Transporters (SPMTs), cranes, barges, railcars, aircraft interface systems, custom trailers, lifting frames, jacking systems, restraint systems, or other specialized equipment necessary to safely execute the movement.

6.6 The Contractor shall coordinate movement operations with transportation authorities, utility providers, law enforcement, site operators, museums, Government stakeholders, escort providers, traffic control entities, terminal operators, and other required parties.

6.7 The Contractor shall support staging, loading, unloading, intermediate transfer operations, overnight safing, destination emplacement, and cargo transfer between transportation modes, as required by task order.

6.8 The Contractor shall maintain documented chain of custody and condition accountability for Government cargo at each major handoff, modal transfer point, staging location, overnight storage point, and final delivery interface.

6.9 The Contractor shall document cargo condition at the time of pickup, at each major transfer or staging event, and at the final destination. The Contractor shall identify any observed condition change, anomaly, damage, or preservation concern occurring during transportation operations and shall immediately notify

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the Government of such conditions.

6.10 The Contractor shall implement contingency response procedures during operations to address emergent safety, security, weather, infrastructure, equipment, regulatory, escort, utility, or public access issues that may affect the safe or lawful execution of the movement.

6.11 The Contractor shall maintain communications and operational visibility sufficient to support Government awareness of movement status, route status, issue resolution, and major operational milestones.

6.12 Where movement operations involve Government-furnished military airlift or other Government air mobility capability, the Contractor shall support cargo preparation, staging, transfer, aircraft interface activities, loading support, restraint implementation, unloading support, and cargo transfer operations in accordance with task order requirements and Government direction.

6.13 The Contractor shall ensure cargo, cradles, restraint systems, loading fixtures, protective coverings, and support equipment used for air mobility operations are compatible with the assigned aircraft interface and approved loading concept.

6.14 The Contractor shall coordinate timing of cargo arrival, staging, ramp access, loading support equipment, security access, and transfer sequencing with Government-designated air mobility and airfield representatives.

6.15 The Contractor shall support contingency actions for delays, aborted loads, aircraft substitution, airfield access changes, loading configuration changes, or other air mobility execution issues affecting transportation operations.

6.16 Where marine or barge transportation is used, the Contractor shall coordinate vessel or barge arrival, berth access, dockside staging, cargo transfer sequencing, crane interfaces, mooring status, tow support, environmental protection measures, and destination offload readiness.

6.17 The Contractor shall maintain operational visibility over marine movements sufficient to track vessel or barge status, departure and arrival readiness, weather-related impacts, cargo condition observations, and any disruptions to planned marine transportation activities.

6.18 The Contractor shall implement marine contingency actions, as required, to address weather delays, berth unavailability, tug or tow delays, waterway restrictions, vessel substitution, cargo securing issues, or other marine execution issues affecting transportation operations.

6.19 The Contractor shall prepare a Cargo Handling and Packaging Plan (DRD-032) describing packaging methods, environmental protection systems, cargo restraint systems, handling procedures, and protective measures used to protect Government cargo during staging, loading, transport, and unloading.

6.20 The Contractor shall prepare Incident / Mishap Reporting Procedures (DRD-034) identifying reporting thresholds, notification timelines, investigation procedures, documentation requirements, and corrective action processes for incidents occurring during transportation operations.

6.21 The Contractor shall prepare a Real-Time Cargo Tracking Plan (DRD-035) describing cargo monitoring methods used to track location, status, environmental conditions, and operational progress during transportation operations.

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6.22 Government Intent. Transportation operations may involve complex multimodal logistics activities requiring coordination with multiple transportation providers, regulatory authorities, utilities, escort support providers, public stakeholders, and recipient institutions. The Contractor is expected to manage these interfaces in a manner that protects Government assets, preserves schedule integrity where practicable, and minimizes disruption to the public and affected stakeholders.

**SECTION 7 – SAFETY, SECURITY, ENVIRONMENTAL COMPLIANCE, LIABILITY, AND CONTROLLED DATA**

7.1 The Contractor shall prepare a Safety and Mission Assurance Plan (DRD-23). The Safety and Mission Assurance Plan shall describe the processes, procedures, and controls used to ensure transportation activities are conducted safely and in a manner that protects Government personnel, the public, infrastructure, and Government cargo. The plan shall identify hazards associated with lifting, rigging, cargo restraint, heavy haul operations, airlift operations, marine transport, rail transport, staging operations, and modal transfer activities. The plan shall document hazard identification methods, risk assessment methodology, mitigation strategies, and safety controls implemented to prevent accidents or damage to Government property.

The Safety and Mission Assurance Plan shall also identify roles and responsibilities for safety oversight, communication protocols, safety monitoring procedures, stop-work authority, incident reporting procedures, emergency response coordination, and corrective action processes. The plan shall address personnel qualifications, safety training requirements, equipment certification requirements, and inspection procedures necessary to support safe transportation operations.

Where transportation operations involve multiple transportation modes, the plan shall identify safety controls and operational constraints specific to each transportation mode, including heavy haul transport, aircraft interface operations, marine conveyance operations, crane lifting operations, and cargo transfer activities. The plan shall also identify safety requirements associated with staging areas, route operations, public interface locations, port or airfield environments, and other operational environments encountered during transportation execution.

The Safety and Mission Assurance Plan shall be consistent with applicable Federal safety regulations, Department of Transportation requirements, OSHA requirements, and applicable NASA safety and mission assurance policies governing handling and transportation of aerospace hardware and artifacts.

7.2 The Contractor shall prepare a Security Plan (DRD-24) describing protection of Government cargo, Government-furnished equipment, controlled access areas, staging areas, and transportation interfaces.

7.3 The Contractor shall prepare safety, hazard, and contingency procedures addressing lifting hazards, route hazards, traffic hazards, weather impacts, public safety risks, emergency response, environmental exposure, and cargo stabilization measures.

7.4 The Contractor shall ensure personnel performing work under this contract possess qualifications, certifications, and training appropriate to assigned duties, including rigging, heavy lift, crane operations, transport operations, safety, preservation-sensitive handling, and other certifications applicable to the assigned work.

7.5 The Contractor shall comply with all applicable Federal, State, local, and site-specific environmental, transportation, safety, security, and occupational health requirements associated with transportation planning and execution.

7.6 The Contractor shall immediately report incidents, damage, near misses, safety violations, security

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breaches, permit violations, traffic incidents, public safety events, regulatory noncompliance issues, or unplanned events affecting Government cargo or transportation operations.

7.7 The Contractor shall maintain insurance coverage in forms and amounts sufficient to support performance of transportation operations involving high-value Government aerospace property, specialized handling systems, multimodal transportation activities, heavy lift equipment, and public interface operations.

7.8 Insurance carried by the Contractor and its subcontractors shall be appropriate to the nature of the work being performed and may include, as applicable, general liability, automobile liability, cargo liability, workers compensation, crane or rigging liability, marine liability, aviation liability, and pollution liability coverage.

7.9 The Contractor shall ensure that all subcontractors engaged in transportation planning, lifting, rigging, escorting, permit acquisition, cargo handling, infrastructure modification, or transportation execution maintain insurance, approvals, certifications, and safety controls consistent with the work they perform and the requirements of the applicable task order.

7.10 The Contractor shall be responsible for losses, damages, delays, claims, fines, penalties, and liabilities arising from Contractor negligence, improper rigging, improper loading, improper cargo restraint, failure to obtain or maintain required permits and approvals, failure to follow approved transportation procedures, failure to protect cargo, failure to protect infrastructure, or other acts or omissions within Contractor control.

7.11 The Contractor shall identify potential impacts to public or private infrastructure associated with the proposed transportation approach and shall include mitigation, protection, restoration, and repair recommendations as part of transportation planning and execution documentation.

7.12 The Contractor shall document pre-movement condition of affected staging areas, access points, crane pads, loading areas, and temporary work zones where required by task order.

7.13 The Contractor shall support investigation, documentation, and resolution of incidents, claims, regulatory violations, cargo damage events, infrastructure damage events, and third-party losses arising from transportation operations.

7.14 Such support shall include factual documentation, timelines, site records, photographs, condition records, witness statements, and corrective action recommendations, as required by the Government.

7.15 The Contractor shall protect controlled unclassified information, export-controlled information, sensitive engineering data, and any technical information made available by the Government in accordance with applicable Federal law, regulation, agency policy, and task-order-specific handling instructions.

7.16 Where transportation planning, engineering analysis, hardware interface data, or technical documentation is subject to export control restrictions, the Contractor shall establish and maintain procedures to identify, control, limit access to, store, transmit, reproduce, and dispose of export-controlled technical data in accordance with applicable International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR), NASA export control requirements, and other applicable Government requirements.

7.17 The Contractor shall ensure that access to export-controlled, sensitive, or controlled technical

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information is limited to properly authorized personnel with a need to know and that any subcontractor access is managed, controlled, and documented in accordance with applicable requirements.

7.18 The Contractor shall immediately notify the Government of any actual or suspected loss, unauthorized access, unauthorized disclosure, improper transmission, export control violation, or compromise involving controlled technical data, export-controlled information, or other sensitive Government information associated with the contract.

7.19 Where task orders involve military airlift, military airfields, or Government-furnished air mobility capability, the Contractor shall comply with applicable security, access, cargo handling, safety, operational, and information control requirements associated with such operations.

7.20 The Contractor shall ensure that personnel, equipment, technical data, and support activities associated with air mobility operations are managed in accordance with task order requirements, airfield access restrictions, operational security requirements, and applicable Government instructions.

7.21 Where marine transportation is used, the Contractor shall comply with applicable port, terminal, vessel, barge, maritime safety, marine environmental, and waterborne cargo handling requirements associated with the proposed movement.

7.22 The Contractor shall ensure marine operations are conducted in a manner that protects Government cargo from water intrusion, salt exposure, environmental contamination, vessel movement damage, dockside impact, and unsafe transfer conditions.

7.23 The Contractor shall immediately report marine incidents, cargo securing issues, vessel-related delays, berth conflicts, water intrusion events, corrosion concerns, or marine terminal safety issues affecting Government cargo or transportation operations.

7.24 The Contractor shall prepare an Artifact Preservation Plan (DRD-036) describing preservation controls, environmental protection systems, contamination prevention methods, and artifact protection measures used during transportation and staging activities.

7.25 The Contractor shall prepare an Environmental Compliance Plan (DRD-037) identifying applicable environmental regulations, environmental protection measures, and compliance monitoring procedures associated with transportation operations.

7.26 The Contractor shall prepare a Contamination Control Plan (DRD-038) describing measures used to prevent contamination of Government cargo or the surrounding environment during transportation operations.

7.27 Government Intent. Safety, preservation, regulatory compliance, information protection, and protection of Government assets are the highest priorities during transportation operations. The Government expects the Contractor to execute transportation work in a manner that is technically sound, legally compliant, operationally disciplined, and fully protective of public safety and Government interests.

## SECTION 8 – ARTIFACT PRESERVATION AND CURATORIAL SUPPORT

8.1 The Contractor shall provide artifact preservation and curatorial support services necessary to protect the physical condition, structural integrity, finish, configuration, and historical authenticity of flown space hardware and other aerospace artifacts during transportation operations.

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8.2 The Contractor shall prepare an Artifact Handling and Preservation Plan describing handling restrictions, approved touch points, environmental controls, contamination prevention measures, access restrictions, vibration mitigation methods, protective coverings, and preservation precautions applicable to the cargo.

8.3 The Contractor shall document pre-movement artifact condition, visible anomalies, existing damage, sensitive interfaces, exposed surfaces, fragile features, markings, coatings, and protective requirements necessary to establish a baseline status prior to transportation execution.

8.4 The Contractor shall provide protective environmental systems and procedures, as required, to control moisture, particulate contamination, corrosion, ultraviolet exposure, vibration, accidental contact, thermal excursion, or other hazards during staging, transport, transfer, or emplacement.

8.5 The Contractor shall coordinate with Government curatorial personnel, engineers, museums, public display institutions, conservation specialists, or recipient organizations as required to ensure transportation methods are consistent with artifact stewardship, preservation, and exhibit transition objectives.

8.6 The Contractor shall document artifact condition at major movement milestones and identify any observed changes in condition during transportation operations.

8.7 The Contractor shall distinguish, to the extent practicable, pre-existing artifact conditions from any changes in condition occurring during contract performance.

8.8 The Contractor shall implement artifact preservation controls before, during, and after movement necessary to avoid cosmetic damage, surface damage, thermal protection damage, corrosion, contamination, or structural damage to historically significant hardware.

8.9 Government Intent. The Government intends that flown space hardware and aerospace artifacts transported under this contract be treated not only as high-value cargo, but as irreplaceable national assets requiring preservation-focused handling, documentation, and care.

## **SECTION 9 – PUBLIC AFFAIRS, MEDIA, AND STAKEHOLDER COORDINATION SUPPORT**

9.1 The Contractor shall support Government-led public affairs, media coordination, and stakeholder communication activities associated with transportation operations where task orders involve public visibility, movement through populated areas, high-profile Government artifacts, or coordination with museums and public institutions.

9.2 Contractor support may include development of movement coordination information, stakeholder notification support, logistical planning inputs for public access management, development of public impact information, coordination with local jurisdictions, and support to approved Government media event logistics.

9.3 The Contractor shall support planning and coordination for movement-related stakeholder engagements involving local governments, State transportation agencies, utilities, law enforcement agencies, museums, site operators, public venues, and other external parties affected by transportation operations.

9.4 The Contractor shall not make public statements, release technical information, release imagery, release schedules, release route information, or engage with the media regarding contract activities

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without prior Government approval.

9.5 The Contractor shall coordinate all external communications support with the designated Government public affairs, communications, or stakeholder engagement representative identified in the task order.

9.6 Where transportation operations involve military airfields, ports, marine terminals, barges, or U.S.-flag vessels, the Contractor shall support Government-led coordination with affected stakeholders and communities while ensuring no external communications are released without prior Government approval.

9.7 Government Intent. Transportation of flown space hardware or historic aerospace artifacts may generate substantial public interest. The Government intends to retain control of official messaging while utilizing Contractor support to assist in planning, stakeholder coordination, public safety communication, and execution logistics.

### **SECTION 10 – READINESS REVIEWS**

10.1 The Contractor shall support transportation readiness reviews.

10.2 The Contractor shall prepare an Operational Readiness Review Package (DRD-40) documenting readiness for transportation execution. The Operational Readiness Review (ORR) Package shall document that all operational, engineering, safety, regulatory, logistical, and coordination activities required to safely execute the transportation operation have been completed and verified. The ORR Package shall provide the Government with sufficient documentation to confirm that the transportation system, personnel, procedures, and supporting infrastructure are fully prepared to conduct the movement.

The Operational Readiness Review Package shall include confirmation that engineering analyses, transport cradle and rigging systems, lifting equipment, cargo restraint systems, protective systems, and transportation support equipment have been fabricated, inspected, tested, and certified for use. The package shall document completion of required inspections, verification activities, and equipment readiness checks associated with transportation operations.

The ORR Package shall also document readiness of operational procedures, including lifting procedures, cargo handling procedures, staging operations, transfer operations, escort coordination, traffic control coordination, port or airfield access readiness, cargo protection measures, and operational communications protocols. Personnel qualifications, operator certifications, safety training records, and required staffing assignments associated with the movement shall also be documented.

Where multimodal transportation is planned, the Operational Readiness Review Package shall confirm readiness for each transportation mode and each modal transfer point, including heavy haul operations, marine conveyance operations, aircraft interface operations, rail transfer operations, staging areas, and destination emplacement activities.

The ORR Package shall also confirm that all required permits, regulatory approvals, security arrangements, safety controls, environmental protection measures, and stakeholder coordination activities are complete and in effect for the planned movement window.

10.3 Readiness reviews shall address engineering completion, cradle and rigging readiness, support equipment readiness, route readiness, permit status, regulatory approvals, safety controls, security controls, preservation measures, staffing readiness, export control safeguards, public coordination

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requirements, and contingency planning status.

10.4 The Contractor shall provide evidence, records, plans, checklists, certifications, and status documentation necessary for the Government to assess readiness for transportation execution.

10.5 Where applicable to the task order, readiness reviews shall also address air mobility interface readiness, aircraft loading readiness, port or berth readiness, marine conveyance readiness, vessel or barge securing readiness, seafastening readiness, U.S.-flag vessel compliance status, and related interagency or maritime coordination status.

10.6 Transportation readiness reviews conducted under this contract shall be consistent with applicable NASA program management practices, transportation policy requirements, artifact preservation requirements, and safety and mission assurance processes governing handling and movement of aerospace hardware and artifacts.

10.7 The Contractor shall prepare a Transportation Safety Certification Report (DRD-039) verifying that transportation systems, support equipment, handling procedures, and operational plans meet safety certification requirements prior to execution of transportation operations.

10.8 The Contractor shall prepare a Test and Verification Plan (DRD-041) describing inspection, testing, verification procedures, and acceptance criteria used to confirm readiness of transportation systems, support equipment, and cargo interfaces.

10.9 Government Intent. Readiness reviews confirm that engineering analysis, preservation requirements, safety requirements, regulatory approvals, public coordination measures, and operational planning have been satisfied prior to transportation execution.

## **SECTION 11 – POST TRANSPORTATION ACTIVITIES**

11.1 The Contractor shall prepare a Post Transportation Inspection Report (DRD-42) documenting the condition of Government cargo following transportation.

11.2 The Contractor shall prepare an Artifact Condition Assessment (DRD-043) documenting structural condition, configuration status, preservation condition, and any observed anomalies following transportation completion.

11.3 The Contractor shall prepare a Final Transportation Report (DRD-44) describing transportation operations, outcomes, major events, issues encountered, and resolution actions.

11.4 The Contractor shall document lessons learned, technical findings, preservation observations, route issues, equipment performance, regulatory issues, claims-related issues, and recommendations for future transportation efforts.

11.5 The Contractor shall provide closeout documentation addressing completion of cargo transfer, final condition status, equipment demobilization, restoration of temporary work areas where required, and completion status of any outstanding post-movement actions.

11.6 The Contractor shall prepare a Lessons Learned Report (DRD-045) documenting engineering findings, operational observations, preservation issues, regulatory coordination lessons, and recommendations for future transportation operations.

11.7 The Contractor shall provide a Final Data Package and Archive (DRD-046) containing engineering

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analysis documentation, transportation plans, inspection records, readiness review documentation, operational reports, and associated technical records generated during contract performance.

11.8 Government Intent. Post transportation documentation will support Government evaluation of transportation performance, preservation effectiveness, regulatory compliance, support equipment suitability, and lessons learned for future transportation operations.

### **SECTION 12 – DELIVERABLES**

12.1 Deliverables under this contract shall consist of the Data Requirements Descriptions (DRDs) referenced throughout this Performance Work Statement.

12.2 DRDs shall be submitted in accordance with the Data Requirements List (DRL) provided as an attachment to this contract.

12.3 Additional task-order-specific deliverables may include preservation documentation, contingency plans, stakeholder coordination packages, infrastructure modification plans, chain-of-custody records, incident response documentation, public affairs support packages, export control handling procedures, claims support records, insurance documentation, and permit matrices, as required by the Government.

12.4 Additional task-order-specific deliverables may include air mobility interface packages, aircraft compatibility documentation, marine transport plans, barge loading plans, seafastening documentation, vessel compliance documentation, cargo preference compliance records, port coordination packages, review board briefing packages, readiness review action item logs, and marine contingency plans, as required by the Government.

12.5 Government Intent. DRDs serve as the primary mechanism for documenting engineering analysis, transportation planning, preservation activities, regulatory compliance, public coordination, and operational execution activities performed under this contract.

### **SECTION 13 – ADDITIONAL ENGINEERING SERVICES**

13.1 The Contractor shall deliver a Supplemental Engineering Analysis Report (DRD-047). The Supplemental Engineering Analysis shall document additional engineering analyses performed in support of transportation planning, transportation execution, or post-transportation evaluation when directed by the Government under a task order. The report shall describe the purpose of the analysis, engineering assumptions, analytical methods, modeling techniques, data inputs, and results of the analysis. Supplemental engineering analyses may include structural load reassessments, transportability evaluations, vibration or shock assessments, lifting interface verification, cargo restraint analysis, route clearance analysis, transport cradle structural verification, infrastructure interaction analysis, or other technical evaluations necessary to support safe transportation of Government cargo. The report shall identify engineering conclusions, operational limitations, recommended mitigation measures, and any updates required to transportation plans or engineering documentation.

13.2 Non-Destructive Evaluation Inspection Report (DRD-048). The Non-Destructive Evaluation Inspection data shall document the results of inspections conducted to evaluate the structural condition, configuration integrity, and preservation status of Government cargo without causing damage to the artifact. The report shall describe the inspection methods used, including but not limited to visual inspection, ultrasonic inspection, radiographic inspection, dye penetrant inspection, magnetic particle inspection, dimensional verification, or other approved non-destructive inspection techniques. The report

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shall document inspection locations, findings, anomalies identified, structural condition observations, and comparison with baseline inspection data where available. The report shall identify any observed structural concerns, material degradation, corrosion, cracks, fastener issues, or other conditions that may affect transportation safety or artifact preservation, and shall include recommendations for corrective action, monitoring, or engineering review if required.

### **SECTION 14 – REUSE OF TRANSPORT EQUIPMENT**

14.1 The Contractor shall prepare a Reusable Transport Equipment Plan (DRD-049). The reusable transport equipment data plan shall describe the strategy for reuse, storage, maintenance, inspection, and lifecycle management of transportation support equipment developed or utilized under this contract. The plan shall identify transport cradles, support structures, rigging systems, lifting fixtures, restraint systems, and other specialized transport equipment that may be reused for future transportation operations. The plan shall document procedures for inspection, maintenance, refurbishment, configuration control, storage conditions, environmental protection, and documentation of equipment status between uses. The plan shall also identify criteria used to determine whether transport equipment is suitable for reuse, requires refurbishment, or must be retired from service. Where appropriate, the plan shall include recommendations for preserving reusable equipment as Government assets to support future transportation of aerospace vehicles or artifacts.

14.2 The Contractor shall prepare a Cradle Refurbishment and Recertification Report (DRD-050). The Cradle Refurbishment and Recertification Report shall document the engineering evaluation, inspection results, refurbishment activities, and recertification status of transport cradles or support structures proposed for reuse. The report shall identify inspection methods used to evaluate structural condition, including visual inspection, dimensional verification, non-destructive evaluation where applicable, and verification of structural components, welds, fasteners, and load-bearing members. The report shall document repairs, modifications, reinforcement actions, or component replacements performed during refurbishment. The report shall also confirm that the cradle or support structure meets required structural load limits, safety margins, lifting interface requirements, and transportation support requirements for the intended cargo. The report shall provide certification that the cradle or support structure is suitable for reuse in subsequent transportation operations.

### **SECTION 15 – LONG-TERM ARTIFACT MONITORING**

15.1 The Contractor shall prepare a Structural Monitoring Plan (DRD-051). The Structural Monitoring Plan shall describe the procedures, monitoring methods, instrumentation (if applicable), inspection intervals, and documentation processes used to monitor the structural condition of Government cargo following transportation or emplacement at the destination location. The plan shall identify structural features, load-bearing interfaces, attachment points, and other critical structural areas that require monitoring to ensure long-term structural stability and preservation of the artifact. The plan shall describe monitoring methods that may include visual inspections, dimensional verification, structural sensor monitoring, vibration monitoring, or other engineering assessment techniques as appropriate. The plan shall also identify monitoring frequency, reporting procedures, threshold conditions that would trigger additional engineering review, and recommended actions if structural degradation, deformation, or abnormal conditions are identified.

15.2 The Contractor shall prepare a Periodic Condition Assessment Report (DRD-052). The Periodic Condition Assessment Report shall document scheduled evaluations of the structural condition,

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preservation status, and physical integrity of Government cargo following transportation and installation at the receiving location. The report shall summarize inspection findings, structural observations, environmental exposure conditions, corrosion status, protective system performance, and any observed changes in configuration or condition since the previous assessment. The report shall identify anomalies, degradation, structural concerns, or preservation issues requiring corrective action, engineering review, or additional monitoring. The report shall include photographic documentation, inspection records, and engineering observations necessary to provide the Government with an updated condition baseline for the artifact.

### SECTION 16 – ACRONYMS AND DEFINITIONS

#### 16.1 Acronyms and Definitions

##### *Artifact Preservation*

Measures implemented to protect the physical condition, structural integrity, and historical authenticity of Government aerospace artifacts during transportation, handling, and storage operations.

##### *Cargo*

Government-owned aerospace vehicles, spacecraft artifacts, flight hardware, structural components, or other specialized property transported under task orders issued under this contract.

##### *Cargo Handling*

Activities associated with lifting, positioning, securing, loading, unloading, and stabilizing Government cargo during transportation operations.

##### *Chain of Custody*

The documented record of possession, control, transfer, handling status, and condition accountability for Government cargo at each major handoff, staging point, or transportation interface.

##### *Configuration Control*

The process used to manage changes to engineering designs, transportation systems, cradle structures, or operational procedures used during transportation operations.

##### *Contract Task Order*

A formal order issued under the MAC IDIQ contract directing the Contractor to perform specific engineering, planning, preservation, transportation, or support activities.

##### *Controlled Technical Data*

Engineering drawings, specifications, transport analyses, interface data, or other technical information subject to access restrictions, export controls, or other Government-imposed controls.

##### *Cradle or Support Structure*

A structural support system designed to safely hold, stabilize, and distribute loads for Government cargo during lifting, transport, and storage operations.

##### *Cradle Recertification*

The engineering evaluation and approval process used to verify that previously used cradle systems remain structurally sound and suitable for reuse.

##### *Detailed Transportation Execution Plan*

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A document describing the step-by-step approach for executing transportation operations, including route planning, equipment requirements, operational sequencing, coordination activities, and contingency considerations.

### *Engineering Analysis*

Technical evaluation activities conducted to determine structural loads, environmental conditions, transportability constraints, and operational considerations associated with transporting Government cargo.

### *Engineering Modeling and Simulation*

The use of analytical models or computational tools to predict transportation loads, vibration environments, and structural stresses during transportation operations.

### *Environmental Protection Measures*

Protective systems and procedures implemented to protect Government cargo from moisture, corrosion, contamination, ultraviolet exposure, vibration, or other environmental hazards.

### *Export-Controlled Information*

Technical information, data, software, hardware details, or related documentation subject to restrictions under ITAR, EAR, or other applicable U.S. export control authorities.

### *Final Transportation Report*

A report documenting transportation operations, engineering findings, operational challenges, preservation observations, and lessons learned following completion of transportation activities.

### *Flown Space Hardware*

Government-owned spacecraft, spacecraft components, flight articles, or aerospace systems that have been flown in space or used in flight-related operations and require special handling, preservation, or transportation controls.

### *Government Artifact*

Any aerospace vehicle, spacecraft component, or historical aerospace hardware owned or managed by the Government and subject to transportation under this contract.

### *Government Furnished Information*

Technical, engineering, historical, programmatic, or operational information provided by the Government to support task order performance.

### *Government Furnished Property*

Government-owned equipment, structures, fixtures, support systems, or other property provided to the Contractor for use during contract performance.

### *Government Intent*

Statements included in the PWS to clarify the purpose, expectations, and objectives associated with contract requirements.

### *Infrastructure Protection Measures*

Protective systems, procedures, and mitigation actions implemented to avoid or minimize damage to roads, bridges, utilities, staging areas, terminals, airfields, rail facilities, docks, and other infrastructure affected by transportation operations.

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### *Integrated Master Schedule*

A schedule describing engineering milestones, transportation planning activities, readiness reviews, preservation activities, regulatory approval activities, and operational execution milestones.

### *Large Aerospace Vehicle*

An aerospace artifact or vehicle that exceeds standard transportation dimensions or weight limits and requires specialized engineering analysis, transport cradles, heavy lift systems, or multimodal transportation solutions. An example is the Space Shuttle Orbiter.

### *Lift and Handling Plan*

A document describing lifting procedures, equipment requirements, rigging configurations, handling restrictions, and safety procedures associated with moving Government cargo.

### *Load Distribution*

The method used to distribute cargo weight across structural supports, transportation equipment, and transport cradles to prevent structural damage.

### *Movement Operations*

The operational activities associated with transporting Government cargo from the origin location to the destination location.

### *Movement Status Report*

A report submitted during transportation operations describing operational progress, schedule status, and significant transportation events.

### *Multimodal Transportation*

The use of two or more transportation modes to move Government cargo between locations.

### *Non-Destructive Evaluation*

Inspection techniques used to evaluate structural conditions without damaging Government hardware.

### *Operational Readiness Review*

A formal review conducted to verify that engineering analysis, safety procedures, transportation equipment, preservation measures, regulatory approvals, and operational plans are ready for transportation execution.

### *Permit and Regulatory Compliance Matrix*

A planning and management document identifying required permits, approvals, issuing authorities, lead times, status, restrictions, and dependencies associated with transportation execution.

### *Post Transportation Inspection*

An inspection conducted after transportation operations to evaluate the structural condition, configuration, and preservation status of Government cargo.

### *Program Management*

Management activities performed by the Contractor to plan, coordinate, and oversee transportation planning and execution activities.

### *Protective Transport System*

Equipment, coverings, environmental systems, or structures used to shield cargo from environmental exposure, vibration, contamination, or structural damage during transportation.

**PART I – THE SCHEDULE***Public Affairs Support*

Contractor support activities provided to assist Government-led public communication planning related to transportation operations, including stakeholder notifications, movement coordination information, public impact information, and logistical support for approved media engagement activities.

*Route Survey*

An engineering assessment used to evaluate transportation routes, infrastructure limitations, bridge capacities, clearance constraints, and utility conflicts.

*Safety and Mission Assurance Plan*

A document describing safety procedures, hazard controls, mission assurance measures, and operational safety requirements implemented during transportation operations.

*Seafastening*

The structural methods, attachments, and securing systems used to restrain and protect cargo aboard a vessel or barge during marine transport.

*Security Plan*

A plan describing measures used to protect Government cargo from theft, tampering, vandalism, unauthorized access, or other security threats during transportation operations.

*Self-Propelled Modular Transporter (SPMT)*

A specialized heavy transport platform capable of moving oversized or high-mass cargo using independently steerable axle lines and controlled load distribution.

*Small Aerospace Vehicle or Capsule*

A spacecraft or aerospace artifact significantly smaller in size and mass than large aerospace vehicles, such as the Orion or Apollo capsule.

*Small Vehicle*

A Government asset or aerospace artifact of relatively small size and weight that may be transported using conventional transportation equipment without requiring specialized heavy-haul systems.

*Stakeholder Coordination*

Communication and coordination activities conducted between the Contractor, Government organizations, transportation authorities, utilities, law enforcement entities, recipient institutions, and other stakeholders.

*Structural Load Analysis*

Engineering calculations used to determine the loads experienced by Government cargo during transportation operations.

*Task Order Execution*

Performance of engineering, planning, preservation, transportation, or support activities directed by a task order issued under the MAC IDIQ contract.

*Technical Data Package*

A collection of engineering drawings, specifications, inspection data, interface data, and technical information used to support transportation planning and analysis.

*Third-Party Claim*

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A claim, demand, or allegation for damage, injury, delay, loss, or cost made by a non-Government entity arising from transportation operations conducted under the contract.

*Transportability Assessment*

An engineering evaluation of whether Government cargo can be safely transported using specific transportation modes, infrastructure, and support systems.

*Transportation Engineering*

Engineering activities conducted to evaluate transportation feasibility, determine structural loads, assess route and infrastructure conditions, and develop safe transportation methods.

*Transportation Execution*

The physical movement of Government cargo using one or more transportation modes.

*Transportation Readiness Review*

A review conducted prior to transportation execution to confirm that engineering analysis, safety planning, preservation controls, permit status, and operational procedures are complete.

*Transportation System*

The combination of transportation equipment, support structures, operational procedures, engineering controls, preservation measures, and regulatory controls used to move Government cargo.

*U.S.-Flag Vessel*

A vessel documented under the laws of the United States and used in accordance with applicable maritime transportation requirements, cargo preference laws, and Government direction.

[END OF SECTION]

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**SECTION D - PACKAGING AND MARKING**

Section is intentionally left blank

**PART I – THE SCHEDULE****SECTION E - INSPECTION AND ACCEPTANCE**

Final inspection and acceptance of all work under this contract will be conducted by the Contracting Officer's Representative (COR) or the Alternate Contracting Officer's Representative (Alt COR) for this effort. Upon satisfactory completion of the contract, the Contractor shall be paid the fixed-price value of the contract, less the amount of any progress payments made under.

**RFO Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Date</b>

**PART I – THE SCHEDULE****SECTION F - DELIVERIES OR PERFORMANCE****RFO Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.242-15	Stop-Work Order.	Aug 1989
52.242-17	Government Delay of Work.	Apr 1984

**PART I – THE SCHEDULE****SECTION G - CONTRACT ADMINISTRATION DATA****ADMINISTRATION**

- a. Following award, this contract will be administered by the Office of Procurement. The address, telephone number, and email of the Contracting Officer are:

National Aeronautics Space Administration Lyndon B. Johnson Space Center

(JSC) 2101 E NASA Pkwy, Houston TX. 77058 Contracting Officer: TBD

Email: TBD

Phone: TBD

- b. The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof.
- c. Contractual problems, of any nature, which might occur during the performance of the contract must be handled in accordance with very specific public laws and regulations (e.g. Federal Acquisition Regulation) and must be referred to the Contracting Officer for resolution. Therefore, the Contractor is directed to submit all such contractual problems to the immediate attention of the Contracting Officer.
- d. Any request for contract changes/modifications shall be submitted to the Contracting Officer.
- e. All correspondence concerning this contract, such as requests for information, explanation of terms, and contract interpretations, shall be submitted to the Contracting Officer.

**RFO Clauses Incorporated by Reference**

Number	Title	Effective Date
52.216-32	Task-Order and Delivery-Order Ombudsman.	Sep 2019

**NFS Clauses Incorporated by Full Text****1852.232-80 SUBMISSION OF VOUCHERS/INVOICES 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

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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 RFO 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.

(iii) *Fee vouchers.*

- (A) Listing of all provisionally billed fee by period or date earned since contract award.
- (B) A reconciliation of all billed and earned fee.
- (C) A clear explanation of the fee calculations.

- (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:

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- (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 Section G of 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)

**1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (DEC 2025)  
(DEVIATION)**

- (a) In addition to the requirements of the Government Property Clause incorporated in this contract (52.245–1), the Contractor must comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:
  - (1) NPD 8800.14F, Policy for Real Estate Management.
  - (2) NPR 8831.2F, Facilities Maintenance and Operations Management.
- (b) Within 30 calendar days following award, the Contractor must provide a plan for maintenance of Government real property provided for use under this contract. The Contractor’s maintenance program must enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor must disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program must become a requirement under this contract.
- (c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations must pass to and vest in the Government upon completion of their installation in the facilities. The Contractor must keep the property free and clear of all liens and encumbrances.
- (d) The Contractor must keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records must be complete and current. Record of

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all transactions must be auditable. The Government must have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor must deliver the related records to the Government.

- (e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

**1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO  
52.245-1 (DEC 2025) (DEVIATION)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment (Not Applicable) of this contract on a no charge-for-use basis pursuant to the clause at 52.245- 1, Government Property, as incorporated in this contract. The Contractor must use this property in the performance of this contract in each Task Order as applicable, written against this contract and at other location(s) as may be approved by the Contracting

Officer. Under 52.245-1, the Contractor is accountable for the identified property.  
**(TASK ORDERS SHALL IDENTIFY IF GOVERNMENT FURNISHED PROPERTY WILL BE PROVIDED.)**

(End of clause)

**1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (DEC 2025)  
(DEVIATION)**

- (a) In addition to the requirements of the clause at 52.245-1, Government Property, as included in this contract, the Contractor must comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14F Policy for Real Estate Management.

(2) NPR 8831.2F, Facilities Maintenance and Operations Management.

- (b) The Contractor must obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor must restore damaged property to its original condition at the Contractor's expense.

- (c) The Contractor must not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real

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property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property must vest in the Government.

- (d) The Contractor must report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

**JSC Clauses Incorporated by Full Text****JSC 52.204-92 NASA SECURITY PROGRAM AND IDENTIFICATION OF EMPLOYEES (JUL 2022)**

- (a) The contractor shall adhere to Center and Agency-wide program policy and guidance for security operations and the Contractor shall comply with the following:
- NPR 1600.1, NASA Security Program Procedural Requirements (current version)
  - NPD 1600.9, NASA Insider Threat Program
  - NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
  - NPR 1600.3, Personnel Security (current version)
  - NPR 1600.4, Identity and Credential Management. (Current Version)
- (b) For any contract requiring a Facility Clearance Level (FCL) for access to Classified National Security Information (CNSI), the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of CNSI by complying with the following:
- NPR 1600.2, NASA Classified National Security Information (current version)
- (c) For any contract requiring an FCL for access to CNSI and requiring access to Communications Security (COMSEC) equipment, the contractor shall adhere to the Agency-wide program policy and guidance related to the protection of COMSEC equipment by complying with the following:
- NPR 1600.6, Communications Security (COMSEC) (NPR 1600.6 is a protected document that can be obtained by contractors that have a need-to-know. The JSC point of contact is the JSC COMSEC Account Manager (CAM)).
- (d) At all times while on NASA property, the contractor, subcontractors, their employees, and agents shall wear NASA issued credentials. NASA credentials will be issued in accordance with NPR 1600.4, Identity and Credential Management. The employee's Facility Security Officer (FSO) and/or Designated Official (DO) will submit an identity request for temporary (between 29 and 179 days) or permanent (greater than 180 days) credentials within the NASA Identity and Access Management (IdMAX) system.

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- (e) Credentials will be issued at the following locations:
- Johnson Space Center (JSC) Badging Office, Building 110, Monday through Friday excluding holidays.
  - White Sands Test Facility (WSTF), Protective Services Office Building (PSOB), Building 108, Monday through Friday excluding holidays. WSTF visitor credentials will be issued on a 7-day-a-week, 24-hour-a-day basis.
- (f) The FSO/DO needing identity requester rights, must complete the following training in SATERN: Personal Identity Verification (PIV) – ICAM Overview “AG-PIV-ICAM-
- (g) OVERVIEW” and Personal Identity Verification (PIV) – Requester Module “AG- PIV-IDENTITY-REQUESTER.” After completion of the training, the FSO/DO will request the following rights in NAMS: Agency ICAM Infrastructure; with the Identity Requester role. Lastly, submit a JSC Form (JF) 200, NASA JSC Agreement Maintenance Card to be added as a Requester for the contract/agreement of responsibility. This will allow the contractor to have identity requester privileges within IdMAX.
- (h) For temporary credential requests, the FSO/DO will submit the credential request within IdMAX and instruct the employee to visit the JSC Badging Office to complete the enrollment process for the temporary credential. The employee will need to present two forms of matching I-9 identification documents to process a temporary credential. The list of acceptable I-9 documents can be found on the U.S. Citizenship and Immigration Services (USCIS) website located at [www.uscis.gov](http://www.uscis.gov).
- (i) For permanent credential requests, the FSO/DO will submit the request within IdMAX. NASA Personnel Security will notify the employee via email to begin background investigation processing and will provide the employee the necessary forms to complete the eQIP process electronically. Once the background investigation process is complete, the employee will be notified to go to the JSC Badging Office or the NASA Facility nearest to the employee for enrollment. Employees will present two forms of matching I-9 identification documents to process for a permanent credential; and will receive a temporary 30-day credential or Interim Agency Smart Badge until the PIV credential is ready for pickup. When the PIV credential arrives, the employee will receive an email notification for credential pickup.
- (j) The contractor shall be held accountable for issued credentials, keys, and other items. The contractor must assure credentials (returned to JSC Badging Office) and keys (returned to JSC Locksmith Office) are returned upon completion of work under the contract in accordance with the procedures listed on JF 760, JSC Termination/Retiree and Return for Future Use Checklist.

(End of clause)

**PART I – THE SCHEDULE****SECTION H - SPECIAL CONTRACT REQUIREMENTS****Additional Regulation or Supplement Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
1852.242-72	Denied Access to NASA Facilities.	Dec 2025 (Deviation)
1852.243-72	Equitable Adjustments Deviation	Jun 2025 (Deviation)
1852.223-70	Safety and Health Measures and Mishap Reporting	Dec 2015
1852.223-72	Safety and Health (Short Form)	Jul 2015
1852.223-75	Major Breach of Safety or Security	Feb 2002

**NFS Clauses Incorporated by Full Text****1852.225-70 EXPORT LICENSES (DEC 2025) DEVIATION**

- (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 120–130, and the Export Administration Regulations (EAR), 15 CFR parts 730–799, 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 *(Johnson Space Center (JSC) and White Sands Test Facility (WSTF)*, 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)

**JSC Clauses Incorporated by Full Text****JSC 52.219-90 SMALL BUSINESS SUBCONTRACTING GOALS (JUN 2022)**

For purposes of this clause, the terms, “HUBZone Small Business Concern,” “Small Disadvantaged Business Concern,” “Service-Disabled, Veteran-Owned Small Business Concern,” “Veteran-Owned Small Business Concern,” “Women-Owned Small Business

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Concern,” and “Historically Black College or University (HBCU)” are defined in paragraph 2.101 of the Revolutionary FAR Overhaul.

The total small business goal, expressed as a percent of total contract value including options, is \_\_\_\_ percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

Small Disadvantaged Business Concerns % percent

Woman-Owned Small Business Concerns % percent

HUBZone Small Business Concerns % percent

Veteran-Owned Small Business Concern % percent

Service-Disabled, Veteran-Owned Small Business Concern % percent

HBCU’s (includes other minority institutions) N/A percent

**JSC 52.223-94 JSC ENVIRONMENTAL COMPLIANCE (FEB 2025)**

- (a) This clause is JSC-unique, and the requirements are in addition to any U.S. Environmental Protection Agency (EPA), U.S. Occupational Safety and Health Administration (OSHA), or other applicable federal or state regulations or statutes, including those promulgated and enforced by the Texas Commission on Environmental Quality (TCEQ), the Texas Department of State Health Services (TDSHS) and the Texas Department of Licensing and Regulation (TDLR). Therefore, the following requirements do NOT supersede but rather supplement any statutory or regulatory requirements for any entity subject to this clause.
- (b) The Contractor shall comply with all applicable federal, state, and site-specific regulations, public laws, and current executive orders, as well as the following applicable NASA and Johnson Space Center site-specific permits, plans, and management directives for activities affecting human health or the environment. Johnson Space Center (JSC) includes the JSC main campus, NASA-Ellington Field (EF), Sonny Carter Training Facility (SCTF), and El Paso Forward Operating Location (EPFOL). NASA and JSC site-specific directives include, but are not limited to:
- (1) NPD 8500.1, NASA Environmental Management.
  - (2) NPR 8553.1, NASA Environmental Management Program.
  - (3) NPR 8570.1, NASA Energy Management Program.
  - (4) NPR 8580.1, NASA National Environmental Policy Act Management Requirements.
  - (5) JPD 8500.1, JSC Environmental Excellence Policy.

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- (6) JPR 8550.1, JSC Environmental Compliance Procedural Requirements.
  - (7) JPR 8553.1, JSC Environmental Management System Manual.
  - (8) JPR 8550.1, JSC Environmental Compliance Procedural Requirements.
  - (9) JPR 8553.1, JSC Environmental Management System Manual.
  - (10) JPR 8750.1, Energy and Water Conservation Plan.
  - (11) JWI 1040.26, Hazardous Substance Spill/Release Response.
  - (12) JWI 8553.1, EMS Aspect/Impact Assessment and EMP Process.
- (c) "Hazardous materials," for the purposes of this clause, consist of the following:
- (1) Those materials defined as "highly hazardous chemicals" in OSHA Process Safety Management Regulation, 29 Code of Federal Regulation (CFR) Part 1910.119, without regard for quantity.
  - (2) Those "extremely hazardous substances" and "hazardous chemicals" subject to the emergency planning notification and reporting requirements in the EPA's Emergency Planning and Community Right-to-Know (EPCRA) Regulation, 40 CFR Parts 355 and 370, and counterpart TCEQ regulations without regard for quantity.
  - (3) Those "hazardous substances" and "toxic chemicals" subject to the release notification and reporting requirements under EPA's EPCRA, 40 CFR Parts 302 and 372, and counterpart TCEQ regulations, without regard for quantity.
  - (4) Those industrial solid and hazardous wastes generated as a result of Contractor's activities, as defined by the US EPA and counterpart TCEQ regulations, and as further described in JPR 8550.1.
  - (5) Oil, as defined and regulated under 40 CFR 112, Spill Prevention Control and Countermeasures and counterpart TCEQ regulations.
  - (6) Other regulated materials containing hazardous constituents or exhibit hazardous properties (flammable, reactive, corrosive, toxic, etc.) that are specifically identified by other statutes or regulations (e.g., PCBs, asbestos, hazardous air pollutants, etc.).
  - (7) Any radioisotope material or device that produces ionizing radiation.
  - (8) Any Class 1M, 2, 2M, 3A, 3R, 3B or 4 laser system as defined by the American National Standards Institute No. Z136.1 (2014).
  - (9) Any explosive or any pyrotechnics.

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- (10) Any pesticide.
- (d) As applicable, the Contractor shall track and provide complete and accurate data on sustainable acquisitions of designated products or services, including JF1121 (Request for Sustainable Acquisitions Waiver for EPA- CPG items), or equivalent authorized waivers obtained if any, waste reduction/pollution prevention, waste generation/disposal and recycling/waste diversion, and well as construction/demolition and facility modification activities per DRD **Identified in each Task Order**, Environmental Compliance Reports.
- (e) The contractor shall notify JSC Occupational Health/Space Medicine Operations (SD) prior to any initial use, quantity change or different application of hazardous materials, including as applicable, obtaining a waiver (JF594, Request for Waiver to Use a Prohibited or Restricted Chemical) prior to purchasing a prohibited or restricted hazardous material, per DRD **Identified in each Task Order**, Environmental Compliance Reports
- (f) If the Contractor manufactures, processes, otherwise uses, procures, or accumulates onsite hazardous materials as defined in this clause, the contractor shall develop and maintain an inventory listing the identity, hazards and quantity of the hazardous materials purchased, stored, processed, manufactured, and/or used onsite at JSC for the performance of the contract and provide quarterly/annual reports per DRD **Identified in each Task Order**, Environmental Compliance Reports. The Contractor shall utilize the JSC hazardous material tracking and reporting system, including obtaining a JSC-specific Safety Data Sheet (SDS) identification number, as described within JPR 1700.1. Refer to Chapter 9 of JPR 1700.1, relating to controlling inventory and reporting hazardous material usage and releases.
- (g) As applicable, the Contractor shall provide data on the use, management, and disposition of ozone depleting substances (ODS), per DRD **Identified in each Task Order**, Environmental Compliance Reports.
- (h) As applicable, the Contractor shall provide, trac 52.223-2k and ensure the adequacy of appropriate training of its employees in the use and management of hazardous materials (including regulated wastes). Refer to JPR 1700.1 and JPR 8550.1 for employee training requirements, including initial training and applicable refresher training. The contractor shall maintain complete and accurate records demonstrating compliance with applicable training requirements and make them available upon request.
- (i) As applicable, the Contractor shall use and manage all hazardous materials properly and take all necessary precautions (e.g., engineering controls, personnel protective equipment, etc.) to avoid or mitigate potential adverse effects to humans -and the environment. Should an unauthorized release occur, the Contractor shall immediately contact the JSC Emergency Dispatch Center (EDC) at (281) 483-3333, to request assistance.
- (j) As applicable, the Contractor shall develop, maintain, and update, an Associated Contractor Agreement (ACA) with the JSC Environmental Management Office (EMO) Environmental Support Services Contractor (ESS) specifying the nature of compliance- related tasks, notifications/reports, frequencies, and expectations for timely, accurate, and complete documentation. The Contractor shall notify the Contract Officer, Contract Officer Representative and JSC EMO's ESSC CO/COR on the status of the ACA negotiation

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process, upon initial ACA execution and subsequent updates of the ACA, in accordance with DRD **Identified in each Task Order**, Environmental Compliance Reports.

- (k) The Contractor shall collaborate with the JSC EMO and correct in a timely manner all identified environmental findings associated with its contract work (via eTrak or other authorized system), and complete, maintain, and make available to the Contracting Officer, JSCEMO, JSC Energy Manager, and/or regulatory agency inspection and authorized compliance audit personnel all documentation/records upon request, relating to environmental compliance (e.g., operating logs, equipment maintenance, calibration, JPI Part 52 - 26 and training records, JPR 8550.1 records, etc.) even if not routinely submitted to the respective offices listed above.
- (l) Per the JSC Environmental Management System (JPR 8553.1), JSC Environmental Management Office (EMO) serves as the single point of contact with federal and state regulatory agencies and their representatives. If contacted formally or informally by external regulatory agency representatives, including but not limited to alleged non-compliance, the Contractor shall immediately notify the Contracting Officer and the JSC Environmental Management Office by phone at (281) 483-6207, followed by an email to JSC-DL-JE-Environmental@nasa.gov and jsc-environmental-office@mail.nasa.gov.
- (m) Should a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar regulatory agency notice or enforcement action including onsite inspections, functional reviews, and internal compliance oversight audits, be issued to the Government on account of the actions or inactions of the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall fully cooperate with the Government in investigating the allegations, correcting any problems, and defending against any enforcement actions arising out of such actions or inactions.
- (n) The Contractor shall insert the substance of this clause, including this paragraph, with appropriate changes of designations of the parties, in subcontracts under which environmental requirements apply (including sustainable acquisitions and recycling/waste diversion reporting) and/or hazardous materials will be utilized, or may reasonably be expected to be utilized, onsite at JSC. The Contractor shall be responsible for tracking and ensuring the overall performance and environmental compliance of its subcontractors.
- (o) In the event the Contractor fails or refuses to comply with any aspect of this clause, such failure or refusal may be considered a material breach of this contract.

(End of clause)

**PART II – CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****RFO Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees.	May 2014
52.203-6 with Alt I	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures.	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	May 2014
52.203-17	Contractor Employee Whistleblower Rights.	Nov 2023
52.204-9	Personal Identity Verification of Contractor Personnel	Jan 2011
52.204-13	System for Award Management—Maintenance	Nov 2025 (Deviation)
52.204-14	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	
52.204-19	Incorporation by Reference of Representations and Certifications.	Dec 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded	Nov 2025 (Deviation)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Nov 2025 (Deviation)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2025 (Deviation)
52.211-12	Liquidated Damages-Construction	Sep 2000
52.211-13	Time Extensions	Sep 2000
52.212-4	Terms and Conditions-Commercial Products and Commercial Services	Nov 2025 (Deviation)
52.215-8	Order of Precedence-Uniform Contract Format	Nov 2025 (Deviation)
52.219-1	Small Business Program Representations	Nov 2025 (Deviation)
52.219-8	Utilization of Small Business Concerns	Nov 2025 (Deviation)
52.219-9	Small Business Subcontracting Plan	Nov 2025 (Deviation)
52.219-14	Limitations on Subcontracting	Nov 2025 (Deviation)
52.219-16	Liquidated Damages- Subcontracting Plan	Nov 2025 (Deviation)
52.222-1	Notice to the Government of Labor Disputes.	Nov 2025 (Deviation)
52.222-3	Convict Labor	Nov 2025 (Deviation)
52.222-6	Construction Wage Rate Requirements.	Nov 2025 (Deviation)
52.222-7	Withholding of Funds.	Nov 2025 (Deviation)
52.222-8	Payrolls and Basic Records.	Nov 2025 (Deviation)
52.222-9	Apprentices and Trainees.	Nov 2025 (Deviation)
52.222-10	Compliance with Copeland Act Requirements.	Nov 2025 (Deviation)
52.222-11	Subcontracts (Labor Standards).	Nov 2025 (Deviation)
52.222-12	Contract Termination-Debarment.	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and	May 2014

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	Related Regulations.	
52.222-14	Disputes Concerning Labor Standards.	Nov 2025 (Deviation)
52.222-15	Certification of Eligibility.	May 2014
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Nov 2025 (Deviation)
52.222-35	Equal Opportunity for Veterans	Nov 2025 (Deviation)
52.222-36	Equal Opportunity for Workers with Disabilities	Nov 2025 (Deviation)
52.222-37	Employment Reports on Veterans	Nov 2025 (Deviation)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act.	Nov 2025 (Deviation)
52.222-50	Combating Trafficking in Persons.	Nov 2025 (Deviation)
52.222-50 with Alt I	Combating Trafficking in Persons, with its Alternate I	Nov 2025 (Deviation)
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements	Nov 2025 (Deviation)
52.222-54	Employment Eligibility Verification	Nov 2025 (Deviation)
52.222-62	Paid Sick Leave Under Executive Order 13706	Nov 2025 (Deviation)
52.223-2	Reporting of Biobased Products Under Service and Construction Contracts	Nov 2025 (Deviation)
52.223-3	Hazardous Material Identification and Material Safety Data.	Nov 2025 (Deviation)
52.223-5	Pollution Prevention and Right-to-Know Information	Nov 2025 (Deviation)
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items	May 2008
52.223-9 with Alt I	Estimate of Percentage of Recovered Material Content for EPA-Designated Items, with Alternate I	May 2008
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons	Nov 2025 (Deviation)
52.223-12	Maintenance	Nov 2025 (Deviation)
52.223-23	Sustainable Products and Services	Nov 2025 (Deviation)
52.225-9	Buy American-Construction Materials.	Nov 2025 (Deviation)
52.225-11	Buy American—Construction Materials under Trade Agreements	Nov 2025 (Deviation)
52.226-7	Drug-Free Workplace	May 2024
52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving.	May 2024
52.227-4	Patent Indemnity-Construction Contracts.	Dec 2007
52.227-14	Rights in Data-General.	May 2014
52.228-15	Performance and Payment Bonds-Construction.	Jun 2020
52.229-12	Tax on Certain Foreign Procurements	Jul 2025 (Deviation)
52.232-5	Payments under Fixed-Price Construction Contracts.	May 2014
52.232-16	Progress Payments	Nov 2025 (Deviation)
52.232-22	Limitation of Funds.	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-27	Prompt Payment for Construction Contracts.	Jan 2017
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Mar 2023
52.333-1	Disputes	Nov 2025 (Deviation)
52.233-3	Protest after Award.	Nov 2025 (Deviation)

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52.233-3 Alternate I	Protest after Award. Alternate I	Nov 2025 (Deviation)
52.233-4	Applicable Law for Breach of Contract Claim.	Nov 2025 (Deviation)
52.236-1	Performance of Work by the Contractor.	Apr 1984
52.236-2	Differing Site Conditions.	Nov 2025 (Deviation)
52.236-3	Site Investigation and Conditions Affecting the Work.	Nov 2025 (Deviation)
52.236-5	Material and Workmanship.	Nov 2025 (Deviation)
52.236-6	Superintendence by the Contractor.	Nov 2025 (Deviation)
52.236-7	Permits and Responsibilities.	Nov 2025 (Deviation)
52.236-8	Other Contracts.	Nov 2025 (Deviation)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements.	Nov 2025 (Deviation)
52.236-10	Operations and Storage Areas.	Nov 2025 (Deviation)
52.236-11	Use and Possession Prior to Completion.	Nov 2025 (Deviation)
52.236-12	Cleaning Up.	Nov 2025 (Deviation)
52.236-13	Accident Prevention.	Nov 2025 (Deviation)
52.236-13 Alternate I	Accident Prevention. Alternate I	Nov 2025 (Deviation)
52.236-14	Availability and Use of Utility Services.	Nov 2025 (Deviation)
52.236-15	Schedules for Construction Contracts	Nov 2025 (Deviation)
52.236-17	Layout of Work.	Nov 2025 (Deviation)
52.236-25	Requirements for Registration of Designers	Jun 2003
52.236-26	Preconstruction Conference.	Feb 1995
52.237-2	Protection of Government Buildings, Equipment, and Vegetation.	Apr 1984
52.240-91	Security Prohibitions and Exclusions	Nov 2025 (Deviation)
52.240-91 with Alt I	Security Prohibitions and Exclusions, with Alternate I	Nov 2025 (Deviation)
52.240-92	Security Requirements	Nov 2025 (Deviation)
52.240-92 with Alt II	Security Requirements with Alternate II	Nov 2025 (Deviation)
52.240-93	Basic Safeguarding of Covered Contractor Information Systems	Nov 2025 (Deviation)
52.243-1	Changes-Fixed-Price.	Nov 2025 (Deviation)
52.243-1 Alternate I	Changes-Fixed-Price. Alternate I	Nov 2025 (Deviation)
52.243-4	Changes.	Nov 2025 (Deviation)
52.243-5	Changes and Changed Conditions	Nov 2025 (Deviation)
52.244-6	Subcontracts for Commercial Products and Commercial Services.	Nov 2025 (Deviation)
52.246-21	Warranty of Construction.	Mar 1994
52.248-3	Value Engineering-Construction.	Nov 2025
52.249-2	Termination for Convenience of the Government (Fixed-Price).	Apr 2012
52.249-2 Alternate I	Termination for Convenience of the Government (Fixed-Price). Alternate I	Sep 1996
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements).	Apr 2012
52.249-3 Alternate I	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements). Alternate I	Sep 1996
52.249-10	Default (Fixed-Price Construction).	Apr 1984
52.249-10 Alternate I	Default (Fixed-Price Construction). Alternate I	Apr 1984

**PART II – CONTRACT CLAUSES****Additional Regulation or Supplement Clauses Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Effective Date</b>
1852.203-71	Requirement to Inform Employees of Whistleblower Rights. Deviation	Jul 2023
1852.215-84	Ombudsman.	Nov 2023
1852.223-74	Drug- and Alcohol-Free Workforce	Oct 2023
1852.237-70	Emergency Evacuation Procedures Deviation	Dec 2025 (Deviation)
1852.237-72	Access to Sensitive Information	Dec 2025 (Deviation)
1852-237-73	Release of Sensitive Information	Dec 2025 (Deviation)

**RFO Clauses Incorporated by Full Text****52.216-18 ORDERING (AUG 2020)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **Date of Award** through **Three years after the date of award.**
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) 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)

**52.216-19 ORDER LIMITATIONS. (OCT 1995)**

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

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- (b) *Maximum order.* The Contractor is not obligated to honor-
- (1) Any order for a single item in excess of **\$TBD**.
  - (2) Any order for a combination of items in excess of **\$TBD**; or
  - (3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in paragraph (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 (RFO)), 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 *10* days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

(End of clause)

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**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days**.

(End of clause)

**52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2025) (DEVIATION)**

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

*HUBZone small business concern* means a small business concern that meets the requirements described in 13 CFR 126.200, certified by the Small Business Administration (SBA) and designated by SBA as a HUBZone small business concern in the Small Business Search (SBS) and the System for Award Management (SAM).

*Service-disabled veteran-owned small business (SDVOSB) concern* means an SDVOSB concern that meets the requirements described in 13 CFR 128.300, is certified by SBA, and is designated by SBA as an SDVOSB concern in SBS and SAM.

*Small business concern* 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 and size standards in 13 CFR part 121, including the size standard that corresponds to the NAICS code assigned to the contract or subcontract.

***Small disadvantaged business (SDB) concern* means a small business concern under the size standard applicable to the acquisition, that-**

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

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

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

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

***Veteran-owned small business (VOSB) concern* means a small business concern-**

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(1) Not less than 51 percent of which is owned and controlled 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 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.

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

(3) That is certified by SBA or an approved third- party certifier in accordance with 13 CFR 127.300 and is designated by SBA as a WOSB concern in SBS and SAM.

(b) It is the policy of the United States that small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, VOSB concerns, SDVOSB concerns, HUBZone small business concerns, SDB concerns, and WOSB concerns.

(c)

(1) A joint venture qualifies as a small business concern if—

(i) Each party to the joint venture qualifies as small under the size standard for the solicitation; or

(ii) The protégé is small under the size standard for the solicitation in a joint venture comprised of a mentor and protégé with an approved mentor-protégé agreement under an SBA mentor-protégé program. (See 13 CFR 125.9(d).)

(2) A joint venture qualifies as a HUBZone small business concern if it complies with the requirements in 13 CFR 126.616(a) through (c).

(d) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the Small Business Administration or the awarding agency of the as may be necessary to determine the extent of the Contractor's compliance with this clause.

(e)

(1) Unless the Contractor has reason to question the representation, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for

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the subcontract.

- (2) Unless the Contractor has reason to question the representation, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if the subcontractor—
  - (i) Is registered in SAM; and
  - (ii) Represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (3) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (4) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern, VOSB, SDVOSB, or WOSB concern is certified by SBA by checking SAM or SBS at <https://search.certifications.sba.gov/>.

(End of clause)

**52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2025) (DEVIATION)**

- (a) This clause does not apply to small business concerns.
- (b) *Definitions.* As used in this clause—

*Alaska Native Corporation (ANC)* means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

*Commercial plan* means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial products and commercial services sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

*Commercial product* means a product that satisfies the definition of "commercial product" in Federal Acquisition Regulation (RFO) 2.101.

*Commercial service* means a service that satisfies the definition of "commercial service" in RFO 2.101.

*Subcontracting Plan Reporting (SPR)* Subcontracting Plan Reporting (SPR) means the electronic subcontracting reporting system at SAM.gov for small business subcontracting program reporting.

*Indian tribe* means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and

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Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

*Individual subcontracting plan* means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

*Master subcontracting plan* means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

*Reduced payment* means a payment for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

*Subcontract* means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

*Total contract dollars* mean the final anticipated dollar value, including the dollar value of all options.

*Untimely payment* means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), and women-owned small business (WOSB) concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The Contracting Officer will include the subcontracting plan in and make it a part of the resultant contract. The Offeror shall negotiate the subcontracting plan within the timeframe specified by the Contracting Officer. If the Offeror fails to submit and negotiate the subcontracting plan, then the Offeror will not be eligible for award of a contract.

(2)

(i) Unless the Contractor has reason to question the representations, it may accept a subcontractor's written representations of its size and socioeconomic status as a small business or SDB, if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for

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the subcontract.

- (ii) Unless the Contractor has reason to question the representations, it may accept a subcontractor's representations of its size and socioeconomic status as a small business or SDB in the System for Award Management (SAM) if—
    - (A) The subcontractor is registered in SAM; and
    - (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
  - (iii) The Contractor may not require that the subcontractor register in SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
  - (iv) A contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or SDB status.
  - (v) In order to be eligible as a VOSB, SDVOSB, HUBZone small business, or WOSB concern, subcontractor under a subcontracting plan, the small business must be certified by the Small Business Administration (SBA) as that socioeconomic status. SBA certifications are in the Small Business Search (SBS) website at <https://search.certifications.sba.gov/>.
- (C) The Offeror's subcontracting plan shall include the following:
- (1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 15 U.S.C. 657r(a), an Offeror that is a mentor with an SBA- approved mentor-protégé agreement (see 13 CFR 125.9) and awards a subcontract to its protégé may apply the costs incurred for training it provides to its protégé toward its subcontracting plan goals, if the protégé is a covered territory business or the protégé's principal office is located in the Commonwealth of Puerto Rico. In accordance with 43 U.S.C. 1626—
    - (i) Count subcontracts awarded to an ANC or Indian tribe toward the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or SBA certification status of the ANC or Indian tribe; and
    - (ii) If one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, then the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.
  - (A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.
  - (B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total

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subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

- (C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.
- (D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contracting Officer will consider the Contractor that awarded the subcontract to the ANC or Indian tribe the designated Contractor.
- (2) A statement of–
- (i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts, including all indirect costs except as described in paragraph (g) of this clause, to support the sales for a commercial plan.
  - (ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes).
  - (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns.
  - (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business.
  - (v) Total dollars planned to be subcontracted to HUBZone small business concerns.
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to–
- (i) Small business concerns.
  - (ii) Veteran-owned small business concerns.
  - (iii) Service-disabled veteran-owned small business concerns.
  - (iv) HUBZone small business concerns.
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*,

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existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

- (6) A statement as to whether the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–
  - (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns.
  - (iii) Service-disabled veteran-owned small business concerns.
  - (iv) HUBZone small business concerns.
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.
- (7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Offeror will make to assure that small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the Offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns, including entities that are treated as small business concerns by statute for certain purposes (*e.g.*, ANCs, see 13 CFR 125.3(b)(2))) that receive subcontracts in excess of the applicable threshold specified in RFO 19.109(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Offeror will–
  - (i) Cooperate in any studies or surveys as may be required.
  - (ii) Submit periodic reports so the Government can determine the extent of compliance by the Contractor with the subcontracting plan.
  - (iii) Include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies.

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- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Subcontracting Plan Reporting (SPR) at <http://www.sam.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations.
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using SPR;
- (vi) Provide its prime contract number, its unique entity identifier, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the SPR when submitting their ISRs; and
- (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, VOSB, SDVOSB, HUBZone small business, SDB, and WOSB concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in RFO 2.101 on the date of subcontract award, indicating-
    - (A) Whether small business concerns were solicited and, if not, why not.
    - (B) Whether veteran-owned small business concerns were solicited and, if not, why not.
    - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not.

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- (D) Whether HUBZone small business concerns were solicited and, if not, why not.
  - (E) Whether small disadvantaged business concerns were solicited and, if not, why not;
  - (F) Whether women-owned small business concerns were solicited and, if not, why not; and
  - (G) If applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact-
- (A) Trade associations.
  - (B) Business development organizations.
  - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran- owned, and women-owned small business sources; and
  - (D) Veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through-
- (A) Workshops, seminars, training, etc.; and
  - (B) Monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-
- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
  - (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services, or materials or obtain the performance of construction work as described in paragraph (d)(12) of this clause. The Contractor shall submit the written explanation to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

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- (15) Assurances that the Contractor will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract and notify the Contracting Officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing SAM or by accessing the Small Business Search (SBS) at <https://search.certifications.sba.gov/>.
  - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
  - (6) For all competitive subcontracts over the simplified acquisition threshold, as defined in RFO 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
  - (7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
  - (f) A master subcontracting plan on a plant or division-wide basis that contains all the elements

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required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

- (1) The master subcontracting plan has been approved.
- (2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and
- (3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in SPR for all contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in SPR by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.
- (h) The Contracting Officer will consider prior compliance of the Offeror with other such subcontracting plans under previous contracts in determining the responsibility of the Offeror for award of the contract.
- (i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in RFO 19.109(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.
- (j) Subcontracting plans are not required from subcontractors when the prime contract is awarded under RFO part 12, Acquisition of Commercial Products and Commercial Services, or when the subcontractor provides a commercial product or commercial service subject to the clause at RFO 52.244-6, Subcontracts for Commercial Products and Commercial Services, under a prime contract.
- (k) The Contracting Officer will consider failure of the Contractor or subcontractor to comply in

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good faith with the clause of this contract entitled “Utilization Of Small Business Concerns,” or an approved plan required by this clause, a material breach of the contract and may consider the failure in any past performance evaluation of the Contractor.

- (l) The Contractor shall submit ISRs and SSRs using the web-based SPR at <https://www.sam.gov>. Do not include purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor in these reports. Treat subcontract awards by affiliates as subcontract awards by the Contractor. Limit subcontract award data reported by the Contractor and subcontractors to awards made to their immediate next-tier subcontractors. The Contractor and its subcontractors cannot take credit for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or SDB credit from an ANC or Indian tribe. Include in these reports only subcontracts involving performance in the United States or its outlying areas, with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas
- (1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.
  - (i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.
  - (ii)
    - (A) When a subcontracting plan contains separate goals for the base period of the contract and each option, the dollar goal inserted on this report shall be the sum of the base period through the current option: for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.
    - (B) If a subcontracting plan has been added to the contract pursuant to 19.302-1 or 19.301(e), the Contractor shall report its achievements on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.
  - (iii) When a subcontracting plan includes indirect costs in the goals, include these costs in this report.
  - (iv) The authority to acknowledge receipt or reject the ISR resides–
    - (A) In the case of the prime Contractor, with the Contracting Officer; and
    - (B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.
- (2) *SSR*.

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- (i) Reports submitted under individual subcontracting plans–
  - (A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.
  - (B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.
  - (C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in RFO 19.109(a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.
  - (D) The report shall be submitted annually by October 30 for the twelve-month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.
  - (E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.
  - (F) The authority to acknowledge or reject SSRs in SPR, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.
- (ii) *Reports submitted under a commercial plan-*
  - (A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.
  - (B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.
  - (C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.
  - (D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

**52.222-9 APPRENTICES AND TRAINEES. (FEB 2025) (DEVIATION)**

- (a) Apprentices.
  - (1) An apprentice will be permitted to work at less than the predetermined rate for the work performed when employed –
    - (i) Pursuant to and individually registered in a bona fide apprenticeship program registered with

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the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS) or with a State Apprenticeship Agency recognized by the OATELS; or

- (ii) In the first 90 days of probationary employment as an apprentice in such an apprenticeship program, even though not individually registered in the program, if certified by the OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program.
  - (3) Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(1) of this clause, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  - (4) Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination.
  - (5) Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
  - (6) In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (b) Trainees.
- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer, and Labor Services (OATELS). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by OATELS

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- (2) Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed.
- (3) In the event OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(End of clause)

**NFS Clauses Incorporated by Full Text****1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)**

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

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the Contractor containing, as a minimum, the following:

- (1) Date of the order.
  - (2) Contract number and order number.
  - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Performance standards, and where appropriate, quality assurance standards.
  - (5) Maximum dollars amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
  - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
  - (7) Delivery/performance schedule including start and end dates.
  - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting officer may amend tasks in the same manner in which they are issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

**CONTRACT-SPECIFIC TASK ORDER PROCEDURES:**

- 1.0 Each task order solicitation will be a request for proposal only and does not constitute authority to proceed or to incur any cost associated with contract performance. No legal liability shall reside on the part of the Government for any amount until a task order is signed by the Contracting Officer. A task order solicitation will include local clauses and requirements applicable to the task orders issued at the various centers.
- 2.0 The Government plans to issue task order awards without holding negotiations with the offerors. Therefore, the offeror's initial offer should contain the offeror's best terms. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary.
- 3.0 After award of the initial IDIQ contracts, it is the Government's intention to have contractors

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compete for future task orders based on either best value, or low price technically acceptable. The contracting officer responsible for the issuance of the task order will select the selection procedure they believe is appropriate. Each request for proposal issued as part of a fair opportunity for consideration will state the method of selection.

- 4.0 As requirements are identified, the Government will issue a solicitation under a Fair Opportunity for Consideration that will describe the services required along with the required proposal response time and identify the applicable wage determination. A site visit will be scheduled with the contractor to verify measurements and elements of work. If negotiations are required, they will commence once the Government has completed their technical evaluation of all costs. Task orders will be the award for the services required under the RFP. The performance period will be cited in each solicitation request for each task order. All task orders issued hereunder are subject to the terms and conditions of this contract. Note: It is the
- 5.0 Government’s intent to issue task orders with an established firm fixed price.
- 6.0 The following describes the procedures for each type of requirement that could present:
- 7.0 Identification of Correspondence: All correspondence and data submitted by the contractor under this contract shall reference the contract number, Task Order number and project title.
- 8.0 Identification of Government Furnished Property (GFP): Pursuant to the “Government Property” clause herein, the Government will furnish the item(s) of the property listed below as Government Furnished Property to the contractor, FOB Destination, for use in performance of this contract:

<u>9.0 ITEM NUMBER</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
<u>VALUE</u>		

**Will be cited in each individual task order as applicable.**

**(No GFP in the initial task orders, TBD thereafter in subsequent task orders)**

- 10.0 Protests of orders.
- (a) No protest under part 33 is authorized in connection with the issuance or proposed issuance of an order under a task- order contract or delivery-order contract, except—
- (1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or
- (2)
- (i) For agencies other than DoD, NASA, and the Coast Guard, a protest of an order valued in excess of \$10 million (41 U.S.C. 4106(f)); or
- (ii) For DoD, NASA, or the Coast Guard, a protest of an order valued in excess of

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\$35 million (10 U.S.C. 3406(f)).

11. For these contracts, the designated task order ombudsman is [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). The task order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the Contractors are afforded a fair opportunity to be considered for task orders in excess of \$3,500, consistent with procedures in the contract. However, it is not within the designated task order ombudsman's authority to prevent the issuance of an order or disturb an existing order.
12. Past performance shall be tracked electronically on each task order over \$700,000 to the Past Performance Information Retrieval System (PPIRS).

**FAIR OPPORTUNITY:**

Each awardee will be provided a fair opportunity to be considered for a task order exceeding \$3,500 unless one of the following exceptions applies:

- a. The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- b. Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized. Due to the inherent risk/size/complexity, contractors working in the same space etc.
- c. The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- d. It is necessary to place an order to satisfy a minimum guarantee.
- e. For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source.
- f. In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in RFO 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in RFO part 19 apply
- g. The Contracting Officer reserves the order for a small business or a specific subcategory in small business. **All contract holders meeting the category eligibility will be considered.** Contract holders cannot propose when they do not meet the size standard of the reserve.
- h. The contractor holder has identified an organizational conflict of interest associated with the order.

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(End of clause)

**1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)**

When submitting Individual Subcontracting Reports in SPR in accordance with RFO 52.219-9(d) (1), the contractor shall enter goals as a percentage of total contract value as well as a percentage of total subcontract dollars.

(End of clause)

**1852.240-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2026) (DEVIATION)**

- (a) The contractor must protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive but Unclassified (SBU) information or Controlled Unclassified Information (CUI), for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the contract. Specific implementation requirements will be addressed in the contract data requirements description. For policy information considered sensitive, the documents will be identified as such in the contract and made available through the Contracting Officer.
- (c) Definitions.
  - (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
  - (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
  - (3) Federal Information System (FIS). The term “Federal information system” means an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency (40 U.S.C. 11331).
  - (4) Information System Security Plan (i.e., System Security Plan, IT Security Plan, or Security Plan) means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.
- (d) Contractors that process, store, or transmit federal information or operate information systems

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on behalf of the federal government must meet the same security and privacy requirements as federal agencies. The contractor must develop and submit an Information Security Plan when operating a FIS or maintaining or collecting information for the purpose of processing, storing, or transmitting federal information, and those activities are not incidental to providing a service or product to the Government. Such FIS plans are to be accomplished in accordance with the current version of NASA Procedural Requirements (NPR) 2810.1 Security of Information and Information Systems. The security plan and Authorization to Operate (ATO) must be in place before any system may operate in the NASA environment. When the contractor does not operate a FIS but receives, process, transmits, or stores NASA information in performance of the contract, the contractor must attest to the ability to secure NASA information within its own IT/information system.

- (e) The contractor must afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access must be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats Page 113 of 148 and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime. The contractor must report immediately upon notification any incident involving NASA information on non-federal (contractor) systems.
- (f) The contractor must provide the name and contact information for the contractor's IT Security point of contact during phase in of the contract. Contractor employees requiring physical access to NASA facilities or electronic access to NASA systems must complete the NASA Cybersecurity and Privacy Awareness Training.
- (g) The contractor must insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

**Part III - List of Documents, Exhibits, and Other Attachments**

**SECTION J – LIST OF ATTACHMENTS**

List of Contract Attachments

This attachment contains the list of applicable documents for the contract effort. The latest revision of each document is the applicable document, and the contractor is responsible for ensuring application of the latest revision. The contractor shall comply with these requirements in performing the PWS activities. Requirements written in these documents shall have full force and effect as if their text were written in this contract to the extent that the requirements relate to context of the work to be performed within the scope of this contract.

<b>ATTACHMENT</b>	<b>TITLE</b>

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS****K.1 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):

**Revolutionary FAR Overhaul (RFO) clauses:** Revolutionary FAR Overhaul |

Acquisition.GOV NASA FAR Supplement (NFS) clauses:

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

**Code of Federal Regulations:**

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

**RFO Provisions Incorporated by Reference**

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Sep 2024
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	Jan 2017
52.204-5	Women-Owned Business (Other Than Small Business)	Oct 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations—Representation	Nov 2025 (Deviation)
52.209-7	Information Regarding Responsibility Matters	Nov 2025 (Deviation)
52.209-5	Certification Regarding Responsibility Matters	Nov 2025 (Deviation)
52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	Nov2025 (Deviation)
52.209-12	Certification Regarding Tax Matters	Oct 2025 (Deviation)
52.209-13	Violation of Arms Control Treaties or Agreements—Certification	Nov 2025 (Deviation)
52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	Feb 2021
52.222-48	Exemption from Application of the Service Contract Labor Standards for Maintenance, Calibration, or Repair of Certain Equipment—Certification	Feb 2021
52.222-52	Exemption from Application of the Service Contract Labor Standards for Certain Services-Certification	Nov 2025 (Deviation)
52.223-4	Recovered Material Certification	May 2008
52.225-2	Buy American Certificate	Oct 2022
52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate	Nov 2025 (Deviation)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.	Jun 2020

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

52.236-28	Preparation of Proposals-Construction.	Oct 1997
52.240-90	Security Prohibitions and Exclusions Representations and Certifications.	Nov 2025 (Deviation)

**RFO Clauses Incorporated by Full Text****K.2 52.223-1 BIOBASED PRODUCT CERTIFICATION. NOV (2025) (DEVIATION)**

As required by the Farm Security and Rural Investment Act of 2002 (7 U.S.C. 8101(4)) and the Energy Policy Act of 2005 (7 U.S.C. 8102(a)(2)(F)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture at <https://www.biopreferred.gov/resources/categories.html>) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of provision)

**NFS Clauses Incorporated by Full Text**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS****L.1 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):

**Revolutionary FAR Overhaul (RFO) clauses:**

[Revolutionary FAR Overhaul | Acquisition.GOV](https://www.acquisition.gov)

**NASA FAR Supplement (NFS) clauses:**

<https://www.hq.nasa.gov/office/procurement/regs/NFS.pdf> **Code of Federal Regulations:**

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

**RFO Provisions Incorporated by Reference**

Number	Title	Date
52.204-7	System for Award Management—Registration	Nov 2025 (Deviation)
52.207-6	Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts)	Aug 2024
52.215-1	Instructions to Offerors-Competitive Acquisition	Nov 2025 (Deviation)
52.216-27	Single or Multiple Awards	Oct 1995
52.225-10	Notice of Buy American Requirement-Construction Materials.	May 2014
52.225-12	Notice of Buy American Requirement—Construction Materials Under Trade Agreements.	May 2014
52.229-11	Tax on Certain Foreign Procurements—Notice and Representation	Jul 2025 (Deviation)
52.232-13	Notice of Progress Payments.	Apr 1984
52.237-1	Site Visit.	Apr 1984

**Additional Regulation or Supplement Clauses Incorporated by Reference**

Number	Title	Effective Date
1852.233-70	Protests to NASA	Sep 2025 (Deviation)

**RFO Provisions Incorporated by Full Text**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****L.252.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2025) (DEVIATION)**

- (a) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. As a minimum, offers shall include—
- (1) The solicitation number.
  - (2) The name, address, telephone number of the Offeror.
  - (3) The Offeror’s Unique Entity Identifier (UEI) and, if applicable, Electronic Funds Transfer (EFT) indicator.
  - (4) Information necessary to evaluate the factors contained in the provision at 52.212-2 or as described in the solicitation.
  - (5) Responses to provisions that require Offeror completion of information, representations, and certifications (other than those collected via the System for Award Management (SAM)); and
  - (6) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and any solicitation amendments.
- (b) *Period for acceptance of offers.* The Offeror agrees to hold the prices in its offer firm for 260 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (c) *Late submissions, modifications, revisions, and withdrawals of offers.*
- (1) Offerors are responsible for submitting offers and any modifications or revisions to the Government office designated in the solicitation by the time specified in the solicitation.
  - (2) Any offer, modification, or revision received after the time specified for receipt of offers is “late” and will not be considered unless it is received before award is made and the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition. However, a late modification of an otherwise successful offer that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
  - (3) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (4) Offerors may withdraw their offers by written notice to the Government received at any time before award.

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- (d) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without negotiations with Offerors. Therefore, the Offeror's initial offer should contain the Offeror's best terms. However, the Government reserves the right to conduct negotiations, if necessary. The Government may reject any or all offers if such action is in the public interest, accept other than the lowest offer, and waive informalities and minor irregularities in offers received.
- (e) *Debriefings*. If a post award debriefing is given to requesting Offerors, the Government will disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful Offeror and the debriefed Offeror and past performance information on the debriefed Offeror.
  - (3) The overall ranking of all Offerors when any ranking was developed by the agency during source selection.
  - (4) A summary of the rationale for award.
  - (5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether the agency followed source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities.

(End of provision)

**L.352.216-1 TYPE OF CONTRACT (NOV 2025) (DEVIATION)**

The Government contemplates a Multiple Award, Indefinite-Delivery Indefinite-Quantity (IDIQ) contract comprised of Firm-Fixed Price task orders resulting from this solicitation.

(End of provision)

**L.452.233-2 SERVICE OF PROTEST (NOV 2025) (DEVIATION)**

- (a) Protests, as defined in section 33.101 of the Revolutionary FAR Overhaul, 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

NASA/Johnson Space Center Attn: [TBD]

2101 NASA Parkway

Houston, TX 77058

Email: [TBD] Solicitation:

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

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

(End of provision)

**L.552.252-5 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.

(End of provision)

**NFS Clauses Incorporated by Full Text****L.61852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (APR 2015)**

- (a) Preproposal/pre-bid conference and Site Visit will be held as indicated below:  
*Date:* [TBD]  
*Time:* [TBD]  
*Location:* [TBD]
- (b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

Offerors are required to notify the Contracting Officer by e-mail no later than [TBD] to confirm attendance and specify the names of the attendees from their respective companies. The e-mail should contain the attendee name (as it appears in the Driver's License), titles, telephone numbers, and e-mail addresses.

- (c) Offerors, individuals, or interested parties who plan to attend the pre-proposal/pre-bid conference must provide the Contracting Officer in writing, at a minimum, full name of the attendee(s), identification of nationality (U.S. or specify other nation citizenship), Lawful Permanent Resident Numbers in the case of foreign nationals, affiliation, and full office address/phone number. Center-specific security requirements for this pre-proposal/pre-bid conference will be given to a company representative prior to the conference or will be identified in this solicitation as follows: None. Any "lobbying firm or lobbyist" as defined in 2 U.S.C. 1602(9) and (10), or any Offeror represented by a lobbyist under the Lobbying Disclosure Act of 1995 shall be specifically identified.

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**Attendance is restricted to a maximum of three (3) attendees from each Prime Offeror only. Sub-Contractor attendance must be coordinated within the Prime’s maximum of 3 attendees due to space limitation.**

- (d) The Government will respond to questions regarding this procurement provided such questions have been received at least five (5) working days prior to the conference. Other questions will be answered at the conference or in writing at a later time. All questions, together with the Government's response, will be transmitted to all solicitation recipients via the Government-wide point of entry (GPE). In addition, conference materials distributed at the preproposal/pre-bid conference will be made available to all potential offerors via the GPE.

**Due to the scheduling of this Preproposal/Bid Conference, the Government cannot guarantee that security processing for non-U.S. citizens will be completed prior to the commencement of the event. Participation is subject to the timely completion of all required security procedures.**

(End of provision)

**L.7 AVAILABILITY OF SPECIFICATIONS (JSC 52.215-123) (DEC 2019)**

- (a) For the purpose of this RFP, the Technical Reference Library contains the official versions of applicable and reference documentation. No other version of the documentation should be used.
- (b) All non-copyrighted technical documentation which is incorporated directly by reference in this solicitation may be obtained online from the Governmentwide point of entry (GPE) MMT Attachments/Links section.
- (c) All copy-righted technical documentation which is incorporated directly by reference in this solicitation cannot be placed on the MMT Technical Reference Library. If the Offeror desires to have these copy-righted documents to prepare their proposal they must and/or publishes those documents.
- (i) Upon request, the Contracting Officer will furnish to the Offeror NASA technical documents not incorporated by reference.
- (j) **(Technical Reference Library Provided Electronically via Box)**

[TBD]

**L.8 COMMUNICATIONS REGARDING THIS SOLICITATION (JSC 52.215-124) (MAR**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****2023)**

- (a) Any communications in reference to this solicitation shall cite the solicitation number and be directed to the Contracting Officer and Contract Specialist:

**Name: [TBD]****Email: [TBD]****Name: [TBD]****Email: [TBD]**

- (b) **QUESTIONS REGARDING THIS SOLICITATION MUST BE PRESENTED IN WRITING and shall be submitted electronically to the above e-mail addresses no later than Wednesday March 11, 2026, at 10:00 A.M. Central Time** in order that answers may be obtained and disseminated in a timely manner, since it is not expected that the proposal submission date will be extended. Oral communications are not acceptable in response to this solicitation. Oral questions and those submitted by facsimile will not be answered. Questions shall not be directed to the technical activity personnel.

(End of provision)

**L.9 OFFEROR ACCEPTANCE PERIOD (JSC 52.215-125) (MAY 2023)**

Proposals submitted in response to this solicitation will remain firm for at least **260** calendar days after the date specified for receipt by the Government unless a different period is proposed by the Offeror and shall contain a statement to this effect. Offerors shall insert 260 or the Offeror's period into Block 17 of Standard Form 1442, Solicitation, Offer, and Award.

(End of provision)

**L.10 PERIOD COVERED BY PROCUREMENT (JSC 52.215-126) (AUG 2018)**

This solicitation covers a period of a 0-day Phase-In, and a 3 - year base period of performance, and 1 –6-month option to extend period. For contracting purposes:

<u>Anticipated Dates</u>	<u>Duration</u>	<u>Contractual Coverage</u>
<b>April 27, 2026 - April 27, 2029</b>	<b>3 Years</b>	<b>Contract Period</b>
<b>April 28, 2029 - October 28, 2029 52.217-8)</b>	<b>6 Months</b>	<b>Extension of Services (RFO</b>

(End of provision)

**L.11 MAXIFLEX TOUR OF DUTY (JSC'S PRIMARY WORK SCHEDULE) (JSC 52.242-90) (NOV 2024)**

- (a) JSC civil servants are encouraged to utilize the current civil service schedule to work 80 hours in a pay period, while "flexing" (observing a non-workday) every other Friday simultaneously with the agency's designation of the second Friday of the pay period as

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“Quiet Friday”. Maxiflex expands the use of telework. JSC implements “weekend mode” (no lights and air) starting at 5:30pm on Thursdays prior to Quiet Fridays. This will occur in buildings across the Center with the exclusion of areas that have been officially designated as 24/7 facilities that have been designated by their Directors of Program Managers as required.

- (b) JSC does not require that our contractor team members adopt a matching schedule. However, offerors should be aware that many civil servant customers will not be onsite on “Quiet Fridays” and the center will go in “weekend mode” on “Quiet Fridays”. “Quiet Friday weekend mode” provides exceptions for some buildings.

Further details may be obtained on NASA’s Office of the Chief Human Capital Officer’s Workplace Flexibilities website at <https://nasa.sharepoint.com/sites/OCHCO/SitePages/work-flexibilities.aspx>

This website includes Frequently Asked Questions (FAQs) related to alternate work schedules, telework, and remote work.

(End of provision)

**L.12 ELECTRONIC SUBMISSION OF PROPOSALS – PROPOSAL MARKING AND DELIVERY THROUGH NASA’S EFSS BOX (NOV 2024)**

- (a) The offeror shall submit its proposal via NASA’s Enterprise File Sharing and Sync Box (EFSS Box), a FedRAMP Moderate certified platform. Electronic submissions shall not contain hidden formulas, tables, be locked, be password protected, or contain links to data not included in the electronic copy. All electronic submissions should be searchable and should not contain scanned documents, except those documents that must be provided in their native format (e.g., signature pages, prior award fee letters for past performance, DCAA/DCMA approval letters, as applicable). The offeror shall ensure documents are free from viruses and malware, as documents determined by NASA to contain a virus or malware will not be opened or evaluated. Subcontractors may submit their required proposal information separately using the instructions in this provision. The offeror shall ensure subcontractor submissions are made no later than the date and time specified for proposal submission and comply with all solicitation instructions.
- (b) Prior to the submission of proposal files, offerors interested in submitting a proposal in response to this solicitation should notify Contracting Officer, William Long of their intent to submit a proposal at least 48 hours prior to the intended submission date, at the following email address: [william.r.long@nasa.gov](mailto:william.r.long@nasa.gov). The offeror shall courtesy copy (cc) Contract Specialist, Kylee Salmeron at [kylee.m.salmeron@nasa.gov](mailto:kylee.m.salmeron@nasa.gov) on this communication. Offerors, especially those that have not previously submitted a proposal utilizing NASA’s EFSS Box, should coordinate the submission of a test file with William Long and Kylee Salmeron no less than 5 days in advance of the proposal due date specified in the solicitation to allow time to work through any submission issues.
- (c) The offeror shall submit all proposal files to:  
[\[TBD\]](#)

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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>.

- (d) Offerors should electronically submit their proposals not later than **1:00 p.m.** Central Time one working day prior to the date specified for receipt of proposals, if offerors seek to coordinate with the Contracting Officer regarding the proposal's receipt. NASA is not required to verify proposal receipt prior to the submission deadline.
- (e) Offerors are encouraged to include all individual proposal files within a single .zip file. Electronic file names shall be limited to letters, numbers, dashes, and single spaces, except for the period that is required before the file extension (e.g., .zip, .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 sequentially number each file and clearly label the contents of the file and include the name of the offeror and subcontractor name (if applicable) in the individual file name. Examples of acceptable individual file names are as follows (not specific to this solicitation):

For Prime Offeror Submissions:

- 1 - Prime Offeror name - solicitation number - MS Volume.docx
- 2 - Prime Offeror name - solicitation number - PP Volume.docx
- 3 - Prime Offeror name - solicitation number - Cost-Price Volume.xlsx
- 4 - Prime Offeror name - solicitation number - Responsibility Considerations Volume.docx
- 5 - Prime Offeror name - solicitation number - Model Contract and Model Task Order.docx

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

- (f) Immediately after all files have been uploaded and the proposal has been submitted in its entirety, the offeror shall notify the Contracting Officer, [TBD], at [TBD] with a listing of all documents by filename that were submitted via EFSS Box. The offeror shall courtesy copy (cc), [TBD], at [TBD] on this communication. If any problems are experienced with the EFSS Box system (e. g., login, file transfer), please contact [TBD] and a cc copy to [TBD] via e-mail as soon as possible. This notification does not create any obligation or responsibility on the part of NASA to verify the receipt of submissions or notify offerors of issues with submissions.
- (g) 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. 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

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solicitation. The electronic submission of the proposal shall contain all information required by the solicitation to be determined responsive.

(End of provision)

**L.13 SAFETY AND HEALTH PLAN**

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts or subcontract effort where the work will be conducted completely or partly on a Federally controlled facility.
- (c) This plan, as approved by the Contracting Officer, will be incorporated into any resulting contract.

**Safety and Health Plan Required for Task Order. Each subsequent Task Order issued will require a safety and health plan.**

(End of provision)

**L.14 NFS 1852.236-71 ADDITIVE OR DEDUCTIVE ITEMS DEVIATION (AUG 2025)  
(DEVATION)**

- (a) The low bidder for purposes of award must be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in order of priority listed in the Schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed those funds for all bidders, it must be skipped and the next subsequent additive bid item in a lower amount must be added for each bid if award on it can be made within the funds.
- (b) An example for one bid is an amount available of \$100,000, a bidder's base bid of \$85,000, and four successive additives of \$10,000, \$8,000, \$6,000, and \$4,000. In this example, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because either of them would cause the aggregate bid to exceed \$100,000.
- (c) All bids must be evaluated on the basis of the same additive or deductive bid items. The listed order of priority must be followed only for determining the low bidder. After determination of the low bidder, award in the best interests of the Government may be made to that bidder on its base bid and any combination of its additive or deductive bid items for which funds are determined to be available at the time of the award, provided that award of the combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of provision)

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****L.15 REQUIRED PROPOSAL CONTENT**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Incomplete proposals may be a basis for determination of unacceptability of the proposal and removal of the proposal from consideration.

(End of provision)

**L.16 PROPOSAL FORMATTING INSTRUCTIONS (JSC 52.215-113) (NOV 2023)**

- (a)
- (1) **The following requirements apply to all sections of the proposal:** The proposal text shall be submitted on 8 ½ x 11-inch electronic paper. A suitable table of content shall be provided with each volume for ready reference to sections, tables, and figures. Pages shall be formatted in a standard page style, without the use of numerous columns.
  - (2) **The following requirements apply to the sections of the proposal which are page limited:** Sections of the proposal which are page limited shall be prepared and submitted using non-compressed Times New Roman font with single spaced 12-point text with a one-inch margin on all sides in accordance with Microsoft Word default settings. Character spacing shall be “Normal” per Microsoft Word settings. Text in diagrams, charts, tables, artwork, and photographs shall be no smaller than 12-point text size. Diagrams, charts, tables, artwork and photographs shall not be used to circumvent the text size limitations of the proposal. The margins may contain headers and footers but shall not contain any proposal content to be evaluated.
  - (3) All pages in each volume shall be numbered sequentially with Arabic numerals (1, 2, 3, etc.) for contents subject to page limitations. Each side of the sheet, tab, or divider containing proposal material will be counted as part of the appropriate volume’s page limitations. Information that can be construed as belonging in another volume of the proposal will be so construed and counted against the appropriate volume’s page limitation.
  - (4) Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, these pages shall be numbered with lower case Roman numerals (i, ii, iii, etc.) in order to provide ease of reference for the Government.
  - (5) Large tables, charts, graphs, plans, figures, diagrams, and schematics (not text) may be inserted in 11 x 17-inch pages. These 11 x 17-inch pages shall be counted as two pages against the page limitations and shall have one-inch margin on all sides.
  - (6) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-

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70(b). Minor informalities or irregularities in a proposal that can be adjusted, corrected, or waived without being prejudicial to other offeror(s) may be accepted if it is immaterial to the acquisition. However, any pages contained in a page-limited section of your proposal which do not comply with the RFP requirements may be returned by the Government and not evaluated.

(b)

- (1) **The following requirements apply to the sections of the proposal which are not subject to page limitations:** Sections of the proposal which are not page limited do not need to abide by the font type or size, page size, or margin requirements of the page limited sections, though the offeror should ensure readability. All pages in each section shall be numbered sequentially with Arabic numerals (1, 2, 3, etc.) Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, etc. shall be numbered with lowercase Roman numerals (i, ii, iii, etc.) in order to provide ease of reference for the Government. Headers, footers, and corporate logos are not subject to the font type and size limitations.
- (2) The electronic proposal shall be prepared and submitted in Microsoft Office® applications (Word and Excel). Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, not in a scanned Microsoft Word or Adobe PDF file. Microsoft Word documents shall be submitted in Microsoft Word format, not in an Adobe PDF file.
- (3) Each volume of the proposal should be submitted as a separate electronic file. The offeror shall not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.
- (4) An electronic cover sheet should be contained as the first page of each electronic file clearly marked with volume number, title, solicitation identification, and the offeror's name. Be sure to apply all appropriate markings, including those prescribed in accordance with RFO 52.215-1(e), Restriction on Disclosure and Use of Data, and RFO 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
- (5) Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer's proposal to the page and paragraph numbers in the Government's instructions. A Cross Reference List shall be submitted in each Volume for that particular volume.
- (6) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(End of provision)

**L.17 INSTRUCTIONS TO OFFERORS**

This section provides detailed instructions to Offerors to be used in the preparation of proposals.

It is organized as follows:

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

<b>Paragraph Title</b>
Introduction
Proposal Arrangement, Page Limitations, Copies, and Due Dates
Performance Price Tradeoff (PPT) Proposal Instructions
Technical Acceptability (Volume I)
Past Performance Factor (Volume II)
Cost/Price Factor (Volume III)
Responsibility Considerations (Volume IV)
Model Contract (Volume V)

**L.17.1 INTRODUCTION****TABLE L-1 CROSS REFERENCE FROM SECTION L TO SECTION M**

<b>Section L</b>		<b>Section M</b>	
<b>Title</b>	<b>Section ID</b>	<b>Title</b>	<b>Section ID</b>
<b>Technical Acceptability Factor - Volume I</b>	L	<b>Technical Acceptability Factor</b>	M.2
<b>Past Performance Factor - Volume II</b>	L	<b>Past Performance Factor</b>	M.3
<b>Price Factor - Volume III</b>	L	<b>Price Factor</b>	M.4
<b>Responsibility Considerations -Volume IV</b>	L	<b>Responsibility Considerations</b>	M.5
<b>Model Contract and Model Task Order - VolumeV</b>	L	<b>Model Contract and Model Task Order</b>	M.6

**L.17.2 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

- a) The entire proposal is due by [TBD], at [TBD] Central Time. The delivery location is specified in L.15 ELECTRONIC SUBMISSION OF PROPOSALS- PROPOSAL MARKING AND DELIVERY THROUGH NASA'S EFSS BOX (NOV 2024). Late proposals will not be accepted in accordance with RFO 52.215-1, "Instructions to Offerers - Competitive Acquisition."
- b) Proposal Arrangement: Offerers shall arrange their proposals as set forth below in Table L-2.

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

Proposal sections excluded from the page limit shall be placed at the end of each volume.

**TABLE L-2: OVERVIEW OF PROPOSAL VOLUMES, PAGE LIMITATIONS, COPIES, AND FORMAT**

<b>Volume No.</b>	<b>Title</b>	<b>Page Limit</b>	<b>Format</b>
<b>I</b>	<b>Technical Acceptability Factor</b>	15 pages	
	Project Schedule	Included in 15	MS Word
<b>II</b>	<b>Past Performance (PP) Factor</b>	10 pages	
	PP Introductory Material	Not included (1 page)	MS Word
	Past Performance Description	Included in 10	MS Word
	Environmental and Safety Data	Not included	MS Word
	Past Performance Information Questionnaires	Not included	MS Word
	Past Performance Consent Letters	Not included	PDF
<b>III</b>	<b>Price Factor</b>	None	
	Price Narrative	Not included	MS Word
	Completed Pricing Form	Not included	MS Excel
<b>IV</b>	<b>Responsibility Considerations</b>	None	
	Small Business Subcontracting Plan (large businesses Only)	None	MS Word
	Capabilities Document	(10 Pages)	PDF
<b>V</b>	<b>Model Contract and Model Task Order</b>	None	MS Word

\*\* All Offerors are required to submit the entire Model Contract inclusive of every Section A-J also to include all requested fill-ins. Offerors shall also submit Section K, Representations and Certifications, with all fill-ins completed. Failure to submit the Model Contract in its entirety may result in elimination from the competition.

(End of provision)

**L.17.3 Past Performance Tradeoff Proposal Instructions**

This procurement will be conducted using a combination of technically acceptable baseline requirements ("Acceptable," "Unacceptable") and tradeoff of past performance, and price. Technical acceptability, past performance, price, and other proposal requirements are discussed in detail below.

**L.1.18 TECHNICAL ACCEPTABILITY FACTOR- VOLUME I**

The proposal must demonstrate that the offered services meet the requirements as set forth below. The Offeror shall describe or provide the following in Volume I:

- Possession of required bonding capacity and evidential documentation on official surety letterhead.

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- Minimum single project bonding capacity: **\$40 million.**
- Minimum aggregate bonding capacity: **\$300 million.**
- Submission of a Project Schedule, (including milestone tracking, early procurement of long-lead items, and float time to mitigate potential delays) that meets or exceeds the Government’s requirement.
- In accordance with NFS 1815.300-70(b)(5), technical proposals are not required and will not be evaluated.

**L 17.5 PAST PERFORMANCE FACTOR - VOLUME II****Past Performance Information (JSC 52.215-114) (NOV 2022)**

- (a) Offerors shall demonstrate past performance experience in all areas of the Task Order by submitting information on up to four past contracts, each valued at \$10M or above. References with Government contracts are preferred but not required.**

Offerors with no past performance experience shall so state.

- (b) Offerors shall consider the recency and relevance, including content, complexity, and size of the effort, as they relate specifically to this solicitation. Only contract period of performances within 3 years from the date of the original solicitation will be considered in the past performance evaluation.
- (c) The following information shall be provided per referenced contract in (a) and (b) above:
- Contract number, cage code, NAICS code, and Unique Entity ID (if other than the prime, provide the prime’s contract number and the offeror’s cage code and Unique Entity ID)
  - Contract value (If other than the prime, provide the overall contract value and the subcontract contract value)
  - Number of full-time equivalent employees assigned to the contract (if other than the prime, provide the number of full-time equivalents provided by the applicable subcontractor/entity)
  - Employing Agency/Company Name
  - Point of Contact (including address, telephone, and e-mail addresses)
  - Technical References (up to three including address, telephone, and e-mail addresses)
  - If a Government Agency, include both the Contracting Officer and Contracting Officer’s Representative points of contact
  - Contract Description
  - Place of Performance
  - Period of Performance

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- Contract Type
  - Status of Contract (current, terminated (if so, why), successfully completed (include completion date))
  - Past Performance Consent Letters executed by each teaming partner if any. See sample Past Performance Consent Letter at Attachment L-C.
- (d) Submit information on contracts that you consider relevant in demonstrating your ability to perform the proposed effort. The submission shall include rationale supporting your assertion of relevance. If the Past Performance volume includes data on any affiliated company, division(s), business units, segments, or other organizations of your company, then provide a narrative to address what they will be responsible for and/or proposing to do and the specific resources (workforce, management, facilities, or other resources) to be employed and relied upon, such that said parent et al will have meaningful involvement in contract performance.
- (e) Offerors shall provide past performance narrative along with a summary of supporting metrics data (if available) on the following items on the contracts listed in section (d):
- Quality of products and deliverables.
  - Schedule performance.
  - Price performance.
  - Staffing and retention of qualified personnel.
  - Corrective action process.
  - Risk management.
- (f) In addition to the information above, Offerors, and any other organizational entity (parent or affiliated company, division(s), business units, or segments of your company) which is considered to provide meaningful involvement in contract performance, shall each submit the Past Performance Questionnaire, Attachment L-B, to all of the point of contact references required in paragraph (d) above. The Offeror is responsible for ensuring that all references are directed to return one copy of each questionnaire directly to the Contracting Officer in a sealed envelope, or e-mail to the contact identified in Provision Proposal Marking Instructions.
- (g) Where an Offeror chooses to request, from a civil servant employee at JSC, that a past performance questionnaire be submitted on its behalf for its proposed key personnel, please be advised that a Limited Communications Notice (LCN) has been issued in conjunction with this solicitation. The LCN directs that all civil service personnel at JSC shall refrain from communicating with industry on any matters related to this competitive procurement; as a result, while the civil servants may respond to the past performance questionnaire, they will be unable to provide status to the offeror, or communication in any other fashion with the

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

offeror, about that past performance request.

- (h) Offerors may include up to one page of introductory material about the experience and performance of your company and subcontractors (if applicable). This introductory material is not included in the page limitation constraints.
- (i) Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. For all work performed on these contracts during the past three years, offerors shall provide the following:
- Environmental Data:
    - (1) Copies of any and all environmental non-compliance correspondence and citations from federal, state or local agencies or authorities with explanatory remarks.
  - Safety and Health Data:
    - (1) Copies of any and all OSHA citations with explanatory remarks.
    - (2) Records of the company's occupational injuries and illnesses. These records shall include, as a minimum, number of occupational injuries and illness (broken down by days away, restricted or transfer, and other OSHA recordable), injury logs (you may redact employees' names), annual average number of employees at the worksite, total hours worked by all employees, and applicable NAICS code. Provide records for the past [three] years with signature of a company executive. Provide explanatory remarks of adverse performance and methods being used to improve performance. The format may be a copy of each year's OSHA logs (Forms 300 and 300A) or equivalent occupational injury and illness data.
    - (3) A letter from the insurance carrier providing workers compensation coverage (or equivalent) summarizing the Offeror's Experience Modification Rates for the past three years, to include history of changes to the rates. If there are no Experience Modifier Rates, provide loss run data (summary), liability and lawsuit history related to safety and health performance for the past three years. If an Offeror self-insures, provide and certify the same information (except the experience modification rate history) with the signature of the responsible corporate officer or official.
- (j) The prime offeror, only if a large business (other than small business), shall provide a statement of small business participation (targets, record, and type of work subcontracted) over the last three years on work that is relevant to this effort, with special emphasis on the

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

division of the company which will perform the proposed contract.

Small business offerors are not required to provide a statement of small business participation.

(End of provision)

**L.17.6 Price Factor- Volume III**

Instructions for the preparation of the Price Proposal are presented below.

**(a) INTRODUCTION**

The Offeror's price proposal shall be compliant with and based upon the Offeror's estimating, accounting, and other applicable business systems. Certified cost and pricing data is not required; however, data other than certified cost and pricing data is required.

To ensure that the Government is able to perform a fair assessment of the proposed price, the prime Offeror is required to submit a price proposal that is suitable for evaluation.

A price proposal that is suitable for evaluation shall:

- Account for all resources necessary to complete requirements of the Model Task Order.
- Include a narrative portion that explains in detail all pricing and estimating techniques.
- Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Streamline Procurement Team's (SLPT) understanding and ability to mathematically verify these estimating tools.
- Comply with applicable Federal Acquisition Regulation (RFO), NASA FAR Supplement (NFS), and statutory requirements.
- Include a narrative portion that explains all judgmental elements of price projections and profit policies.
- Include (Attachment A-H) Pricing Form.

The Offeror's price proposal shall be submitted in one volume labeled Volume III Price Proposal.

**L.17.8 Responsibility Considerations- Volume IV**

- **Include Complete Representations & Certifications.**

Additional information is required to determine responsibility in accordance with RFO 9.104-1, General Standards as stated below.

- Submission of a Small Business Subcontracting Plan (large businesses Only) per DRD-

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03.

- Submission of a **Capabilities Document**
  - General understanding of the offeror’s organizational capacity.
    - The Capabilities Document shall include, but is not limited to:
      - A brief corporate overview.
      - A description of in-house resources and capacity.
- **Note:** The Capabilities Document shall not exceed Ten (10) pages and shall not include any pricing, technical solutions, or proprietary data intended for evaluation.

Responsibility Information

Offerors may provide any additional information, not already addressed under another proposal volume, that is necessary to demonstrate status as a responsible Offeror under RFO 9.104, Standards.

To be determined responsible, a prospective contractor must demonstrate adequate financial resources to perform the contract, or the ability to obtain them, be able to comply with the required or proposed delivery or performance schedule, have a satisfactory record of integrity and business ethics, have the necessary organization, experience, accounting, and operational controls, and technical skills, have the necessary production, construction, and technical equipment and facilities, and be otherwise qualified and eligible to receive an award under applicable laws and regulations. The items listed above are important Responsibility Considerations; however, these items may not constitute all Responsibility Considerations that will be addressed by the CO pursuant to RFO 9.104.

**L.17.9 Model Contract and Model Task Order – Volume V**

Instructions for Preparation of the Model Contract. Offerors shall submit with its proposal, in Volume III, the Model Contract in its entirety (basic and any amendments) per the instructions below. A model contract is a compilation of the SF 1442 and Sections B-K of the RFP in their entirety inclusive of all clauses, and agreement to the terms and conditions set for in the Government’s solicitation.

The model contract shall include all pages contained in Sections B-K, all required Offeror fill-ins completed, and completion of and signature on the SF 1442. The model contracts may be used by the Government to enter official contracts between the two parties.

Instructions for Preparation of the Model Task Order. Offerors shall submit with its proposal, in Volume III, the Model Task Order in its entirety (basic and any amendments)

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per the instructions below. A model Task Order is a compilation of the SF 1442 and Sections [TBD] of the Model Task Order in their entirety inclusive of all clauses, and agreement to the terms and conditions set for in the Government’s solicitation. The Model Task Order will include all amendments to the RFP in their entirety and will be inclusive of all clauses, and agreement to the terms and conditions set for in the Government’s solicitation.

The Model Task Order shall include all pages contained in Sections B-F, all required Offeror fill-ins completed, and completion of and signature on the SF 1442. The model contracts may be used by the Government to enter official contracts between the two parties.

**Table Model Contract Sections**

<b>Contract Section</b>	<b>Areas of Model Contract Offerors are Required to Complete</b>
SF 1442	Offerors shall appropriately complete blocks 14 through 20c, provide an original signature, and date the SF 1442.
Section B	Complete fill-ins. Section B must be attached in its entirety.
Section C	No fill-ins. Section C must be attached in its entirety.
Section D	No fill-ins. Section D must be attached in its entirety.
Section E	No fill-ins. Section E must be attached in its entirety.
Section F	No fill-ins. Section F must be attached in its entirety.
Section G	No fill-ins. Section G must be attached in its entirety.
Section H	No fill-ins. Section H must be attached in its entirety.
Section I	No fill-ins. Section I must be attached in its entirety.
Section J	No fill-ins. Section J must be attached in its entirety.
Section K	No fill-ins. Section K must be attached in its entirety.

**Table Model Task Order Sections**

<b>Task Order Section</b>	<b>Areas of Model Task Order Offerors are Required to Complete</b>
SF 1442	Offerors shall appropriately complete blocks 14 through 20c, provide an original signature, and date the SF 1442.
[TBD]	[TBD]

(End of provision)

**Section L Attachments**

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

List of Contract Attachments (Provided Electronically via Box) [TBD]

<b>ATTACHMENT</b>	<b>TITLE</b>
L-A	Model Request for Task Order Proposal
L-B	Past Performance Questionnaire
L-C	Past Performance Consent Letter Example

(End of section)

## PART IV – REPRESENTATIONS AND INSTRUCTIONS

## SECTION M - EVALUATION FACTORS FOR AWARD

## JSC Clauses Incorporated by Full Text

## M.1 JSC 52.215-122 STREAMLINED PROCUREMENT EVALUATION FACTORS FOR AWARD (PERFORMANCE PRICE TRADEOFF (PPT)) NOV 2018

- (a) An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. If the Contracting Officer determines an Offeror's proposal does not represent a reasonable effort to address the essential requirements of the Request for Proposal (RFP), the proposal will be determined to be unacceptable with no further consideration for contract award. **All unacceptable proposals will be eliminated from further evaluation.**
- (b) The remaining proposals will first be evaluated against the Technical Acceptability Factor. The Technical Acceptability Factor will be determined on a "Acceptable," "Unacceptable" basis and will be based solely on submittal and compliance with solicitation requirements. All "Acceptable" proposals will be further evaluated against Past Performance and Price. At the completion of the evaluation against the Past Performance, and Price Factors, the Government may elect to award a contract without negotiations to the technically "Acceptable" responsible offeror(s), who represents the best value as described below.
- (c) The Government may also elect to establish a competitive range and conduct negotiations. Although an Offeror may receive a rating of "Acceptable", it does not guarantee that negotiations will be held, or that the offeror will be automatically included in the competitive range, if negotiations are held. Negotiations, if held, will only be held with the most highly rated Offeror(s).
- (d) After negotiations close (if held) and Proposal Revisions are received, all proposals remaining in the competitive range will receive a final rating against the Technical Acceptability Factor as either "Acceptable" or "Unacceptable" only.

Ratings of "**Acceptable**" and "**Unacceptable**" are defined below:

**"Acceptable" Rating** – A proposal will be rated "Acceptable" under the Technical Acceptability Factor, where each area of the proposal shows a demonstration of understanding, and level of reasonableness, feasibility, and completeness such that associated risks do not jeopardize an acceptable level of contract performance.

**"Unacceptable" Rating** – A proposal will be rated "Unacceptable" under the Technical Acceptability Factor, **where ANY area of the proposal is unacceptable** based on the demonstration of understanding, and level of reasonableness, feasibility, and completeness such that associated risks do jeopardize an acceptable level of contract performance.

**Any proposals determined to be technically unacceptable will not be further evaluated.**

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- (e) If negotiations are held, offeror(s) will be provided an opportunity to submit a Proposal Revision (PR) for the Government’s final evaluation. For the final evaluation, proposals will be rated as “Acceptable” or “Unacceptable”, and there will be no “Potentially Acceptable” ratings. A consistency evaluation will be performed as stated in paragraph (d) above. Therefore, it is possible to receive an “Unacceptable” rating for the Technical Acceptability factor if the Technical Acceptability volume is not consistent with the Price volume of the proposal. If a proposal’s Technical Acceptability volume is determined to be “Acceptable”, then the proposal will be further evaluated against Past Performance, and Price. The Technical Acceptability volume will also be evaluated for consistency with other volumes of the proposal. Therefore, it is possible to receive an “Unacceptable” rating for the Technical Acceptability factor if the Technical Acceptability volume is not consistent with other volumes of the proposal.
- (f) The SLPT will carry out the evaluation activities and report to the Source Selection Authority (SSA), who is responsible for making the source selection decision. **For those Offeror(s) who are determined to be “Acceptable” under the Technical Acceptability Factor, tradeoffs will be made between Past Performance, and Price. Past Performance is significantly more important than price in the tradeoff decision.**

The SSA will:

- Consider only those offerors deemed responsive and with a High Level of Confidence and/or Very High Level of Confidence in past performance.
- May award fewer or more than four (4) IDIQ contracts if it is in the Government’s best interest.

Initial Task Order Award:

- Only IDIQ awardees are eligible.
  - Awarded to the IDIQ holder who represents the Best Value to the Government.
  - Subject to RFO 52.232-18 – Availability of Funds.
- (g) The Government will award to the offerors whose proposals offer the best overall value to the Government that meets all solicitation requirements and is determined responsible in accordance with RFO 9.104, Standards.

Best Value is defined in RFO 2.101 as, “Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.”.

## **M.2 Technical Acceptability Factor (Volume 1)**

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The Technical Acceptability Factor will be evaluated for overall demonstrated understanding for reasonableness, feasibility, and completeness, and any ensuing associated impact and risk to the Government.

- (a) Submission of a Project Schedule, (including milestone tracking, early procurement of long-lead items, and float time to mitigate potential delays) that meets or exceeds the Government’s requirement. Unrealistic or overly aggressive schedules may be viewed as a technical performance risk and could negatively impact the technical acceptability determination.

### **M.3 Past Performance Factor (JSC 52.215-115) (JUL 2022) (Volume II)**

The Past Performance evaluation is addressed in JPI 52.215-115, Past Performance Factor.

- (a) Past Performance indicates how well an offeror performed on earlier work and can be a significant indicator of how well it can be expected to perform the work at hand. The evaluation team will evaluate the past performance of the offeror, as defined in L.
- (b) The Government will use past performance information from proposal data required by provisions of Section L, information obtained by the evaluation team based on communications with listed references, as well as data independently obtained from other Government and commercial sources, such as the Contractor Performance Assessment Reporting System and similar systems of other Governmental departments and agencies, Defense Contract Management Agency (DCMA) channels, interviews with client Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the offeror and data obtained from other sources. In accordance with RFO 15.305, an offeror without a record of relevant past performance or for whom information on past performance is not available, a rating of neutral will be assigned.
- (c) Three aspects are taken into consideration by the evaluation team when determining the offerors past performance confidence rating. These aspects are recency, relevance, and performance. The past performance of a prime or team member will be compared to the work proposed to be performed by that prime and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of an existing joint venture will be weighted more heavily than work performed by its joint venture partners separately. This evaluation will consider what the corporate parent, affiliate, or other organizational entities (division(s), business units, segments) are responsible for and/or proposing to do on the MMT effort and the specific resources (workforce, management, facilities, or other resources) to be employed and relied upon, such that the corporate parent, affiliate, or other organizational entity your company will have meaningful involvement in contract performance, in determining relevance. Offerors with past performance as part of a joint venture will be evaluated on the entirety of the work performed by the joint venture.

A description of each aspect is provided below.

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- **Recency:** Only contract period of performances within 3 years from the date of the original solicitation will be considered in the past performance evaluation. Within this 3-year period, more recent performance will receive greater consideration in the performance confidence assessment than those with more distant performance, assuming all other considerations to be equal. The Government will not consider performance on any contract that has no documented performance history.
- **Relevance:** If the contract is deemed recent, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on content, complexity, and size. The term “content” considers the contract’s scope of services, work, requirements, or supplies, in comparison to the requirements of this solicitation. Contracts that exhibit all specific trades/type of work required under the solicitation performance work statement will be considered more relevant than contracts limited to specific trades only. The term “complexity” considers the technical content and combination of elements of the performance work statement. The term “size” relates to estimated dollar value.

For purposes of this procurement, relevance will be assessed using the following definitions:

Relevant Level	Definition
Very Relevant	Present/past performance effort involved essentially the same content, complexity, and size of effort this solicitation requires.
Relevant	Present/past performance effort involved much of the content, complexity, and size of effort this solicitation requires.
Somewhat Relevant	Present/past performance contractual effort involved some of the content, complexity, and size of effort this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the content, complexity, and size of effort this solicitation requires.

This evaluation will consider what the corporate parent, affiliate, or other organizational entities (division(s), business units, segments) are responsible for and/or proposing to do on the MMT effort and the specific resources (workforce, management, facilities, or other resources) to be employed and relied upon, such that the corporate parent, affiliate, or other organizational entity your company will have meaningful involvement in contract performance, in determining relevance. Offerors with past performance as part of a joint venture will be evaluated on the entirety of the work performed by the joint venture.

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- **Performance:** The Government will assess the performance quality, schedule adherence, cost control, management, small business subcontracting (large business only; small business offerors historical performance will not be assessed for the PP evaluation), and safety with regulatory compliance, and performance of the contracts which are recent and relevant. The quality assessment consists of an in-depth evaluation of all past performance information available, regardless of its source. The quality assessment may result in positive or adverse findings. The Government will consider the number and severity of problems, the effectiveness of corrective actions taken that have resulted in sustained improvements, and the overall record of past performance. For existing and newly formed joint ventures, the past performance of each joint venture partner will be evaluated separately. Also, for existing joint ventures, the past performance of the joint venture will be evaluated. This assessment will lead the Government to determine the quality of performance as either Excellent, Very Good, Satisfactory, Marginal, or Poor/Unsatisfactory.

(d) Past Performance Confidence Rating. More recent and more relevant past performance will receive greater consideration in the performance confidence assessment than less recent or less relevant past performance. A performance confidence rating will be assessed at the overall factor level for Past Performance after evaluating aspects of the offeror's recent and relevant past performance.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." Offered Performance Confidence Assessment Ratings will be assigned as follows:

**Very High Level of Confidence:** The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.

**High Level of Confidence:** The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.

**Moderate Level of Confidence:** The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.

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**Low Level of Confidence:** The offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror’s performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror’s existing processes may be necessary to achieve contract requirements.

**Very Low Level of Confidence:** The offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the offeror’s performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.

**Neutral:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see RFO 15.305(a) (2) (ii) and (iv)].

### M.4 Price Factor (Volume III)

- Based on the total evaluated price to include all Bid Options
- The Government will perform price analysis and review proposed rates and prices to include base and all bid options to determine if they are realistic in response to this solicitation. The contracting officer separately will determine whether the total proposed prices are fair and reasonable using the price analysis techniques under RFO 15.404-1(b).
- Offerors may propose price discounts tied to the achievement of early completion milestones. These discounts shall:
  - Be clearly defined, with specific milestone dates and associated discount values.
  - Be verifiable and enforceable under the terms of the contract.
  - Be based on a realistic and achievable schedule.
  - If the Government determines that the proposed early completion schedule is realistic, the associated discount will be included in the total evaluated price. If the schedule is deemed unrealistic or unachievable, the Government reserves the right to exclude the discount from the price evaluation.
  - **Note:** The Government will not assign a separate rating or score to proposed schedules. Schedule considerations will only influence the price evaluation when tied to a clearly defined and realistic price discount.
- Past Performance is significantly more important than price in the tradeoff decision.

**PART IV – REPRESENTATIONS AND INSTRUCTIONS****M.5 Responsibility Considerations (Volume IV)****Prospective Contractor Responsibility and Eligibility Standards**

The procedures for determining whether prospective contractors and subcontractors are responsible are set forth in Revolutionary FAR Overhaul (RFO) Subpart 9.1 and NASA FAR Subpart 1809.1. Failure by the offeror to affirmatively demonstrate adequate compliance with the general standards of prospective contractor responsibility at RFO 9.104-1, and any special standards established for this acquisition under RFO 9.104-2, will result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. Per RFO 9.103(b), if the prospective contractor is a small business concern, responsibility will be determined in accordance with Subpart 19.6, Certificates of Competency and Determinations of Responsibility. If the prospective contractor is a Section 8(a) participant, see Subpart 19.8.

Additional information is required to determine responsibility in accordance with RFO 9.104-1, General Standards. Other Proposal Information required for determining responsibility include the following:

- (a) Submission of a Small Business Subcontracting Plan (large businesses Only). This procurement is open to all offerors. Only offerors other than small businesses must submit a Small Business Subcontracting Plan as required under RFO 52.219-9.
- (b) Submission of a Capabilities Document. That will provide a general understanding of the offeror's organizational capacity.

The Capabilities Document shall include, but is not limited to: A brief corporate overview.

A description of in-house resources and capacity.

**Responsibility Information**

Offerors may provide any additional information, not already addressed under another proposal Section that is necessary to demonstrate status as a responsible offeror under RFO 9.104, Standards.

The Contracting Officer will evaluate this information for the Offerors as a part of the CO's affirmative determination of responsibility.

**M.6 Model Contract and Model Task Order - (Volume V)**

The model contract will be reviewed to ensure that it was signed by a person authorized to commit the Offeror, that there is completion of all fill-ins, all pages of the contract are submitted in their entirety, and that it accurately captures the content as set forth in the Offeror's proposal. Errors or inconsistencies in the Model Contract may result in an Offeror being removed from

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consideration for award.

The Model Task Order (Attachment L-A) will be reviewed to ensure that it was signed by a person authorized to commit the Offeror, that there is completion of all fill-ins, all pages of the Model Task Order are submitted in their entirety, and that it accurately captures the content as set forth in the Offeror's proposal. Errors or inconsistencies in the Model Task Order may result in an Offeror being removed from consideration for award.

The Government reserves the right to incorporate the Offeror's documentation (e.g. plans) submitted in response to information in a clause fill-in prior to execution of the contract. This may result in the renumbering of contract pages. The Government may also make other minor clerical and purely administrative changes to the Offeror's model contract (e.g. insert the contract number, insert the value of obligated funding at contract award), prior to executing the contract. The contractor agrees that such changes shall be construed as administrative and that they will not be construed as a counteroffer.

**SAMPLE REQUEST FOR TASK ORDER PROPOSAL****TASK ORDER SOLICITATION TEMPLATE****REQUEST FOR TASK ORDER PROPOSAL (RFTOP) No. [TBD]****Issued Under [CONTRACT]****Solicitation Title: [TBD]****Issuing Office: [TBD]****Agency Contact(s): [TBD]****RFTOP Issue Date: [DATE]****Questions Due Date: [DATE]****Proposal Due Date: [DATE]****1.0. TASK ORDER INFORMATION**

- 1.1. Type of Contract: The primary type of contract resulting from this RFTOP is a Firm Fixed Price.
- 1.2. Type of Services: The services required are Commercial.
- 1.3. Extent of Competition: This solicitation will be based on Fair Opportunity procedures FAR 16.507-2 and NFS 1852.216-80
- 1.4. Security Clearances:
  - 1.4.1. The clearance level is: \_\_\_ Unclassified \_\_\_ Classified
  - 1.4.2. The Facility Clearance Level is: \_\_\_Unclassified \_\_\_Secret \_\_\_Top Secret
- 1.5. Place(s) of Performance: The places of performance(s) for this Task Order are: [TBD]
- 1.9. Period of Performance: The period of performance for this Task Order is: [TBD]

**2.0. Contract Line Items (CLINs) and Contract Type by CLIN**

The following CLINs are ordered through this Task Order. An Authority To Proceed (ATP) must be provided by the Contracting Officer before the contractor may begin work on each CLIN. The Government reserves the right to not issue an ATP for any CLIN listed on this Task Order.

In the event the Contracting Officer provides written notice that an ATP will not be issued for any specific CLIN on this Task Order, that CLIN will be considered unordered and moot, no costs will be allowable under such CLIN, and the Government will hold no liability for the non-performance of the CLIN.

NASA shall undertake reasonable efforts to mitigate the impact to the contractor for CLINs that are not provided an ATP, but will not be responsible for any costs or losses because the ATP was not provided for that CLIN.

[CLIN structure to align with IDIQ CLIN structure]

**3.0. Description of Services**

Please see Section C of the contract, Performance Work Statement (PWS).

**4.0. Delivery and Performance Information**

The full list of deliverables is contained within Attachment [TBD] to the contract, and as specified in the PWS.

**SAMPLE REQUEST FOR TASK ORDER PROPOSAL****5.0.Labor Categories and Descriptions**

The labor categories applicable to this Task Order are outlined in Section B.5 of the contract. Specific labor for this Task Order are [TBD]

**6.0. invoicing instructions**

Invoicing instructions will be pursuant to clause [TBD] of the contract. [if there are any invoicing instructions specific to this Task Order, they will be here]

**7.0. Solicitation Provisions and TASK ORDER Clauses**

All provisions/clauses set forth in the contract automatically flow down to all task orders. In the event of a conflict between the contract and this task order, including any optional or specific clauses outlined below, the contract terms take precedence.

7.1. Optional and specific Task Order Provisions/Clauses. The following additional provisions and clauses apply to this task order: [TBD]

**8.0. Proposal Preparation and Submission**

[TBD]

**9.0. Evaluation Factors and Basis of Award**

[TBD]

**EXAMPLE TASK ORDER 1****Example Task Order 1****Multimodal Transportation Concept for Large Flown Aerospace Vehicle**

National Aeronautics and Space Administration  
Draft Example Task Order - Industry Concept Development

**Title: Concept Development for Multimodal Movement of Large Flown Aerospace Vehicle**

## Purpose of this Example Task Order

This example task order is provided as part of the Draft Request for Proposal associated with the Space Flown Vehicle Multimodal Transportation Multiple Award Indefinite Delivery Indefinite Quantity contract. The purpose of this example is to allow industry to demonstrate technical capability and provide recommendations regarding the engineering, transportation planning, and program management approaches necessary to support the relocation of a large flown aerospace vehicle.

Industry responses to this example task order are intended to inform the Government regarding technical approaches, engineering methods, program structure, cost drivers, schedule considerations, and risk factors associated with planning and executing a transportation operation involving a vehicle of this scale and sensitivity. The Government is seeking industry insight into how contractors would organize and manage a transportation program of this complexity, including how engineering analysis would be conducted, how the transportation concept would be developed and validated, and how execution would be managed from initial feasibility analysis through final delivery.

Offerors should structure responses consistent with the Performance Work Statement associated with this Draft RFP and should demonstrate how their organization would manage a program that includes engineering analysis, transportation planning, cradle and rigging development, artifact protection, readiness reviews, and transportation execution.

The Government is also seeking industry input regarding how contractors would structure the program from start to finish, including how work would be phased, how engineering validation would be performed prior to execution, and how risks associated with route validation, infrastructure constraints, and artifact protection would be managed.

Industry responses should also provide a framework for potential cost structures associated with an effort of this type. The Government is not seeking a binding price proposal but rather an informed description of the types of cost elements, cost drivers, and potential ranges associated with planning and executing such a movement. Contractors are encouraged to identify which cost elements would be fixed, which would remain uncertain until engineering validation is complete, and which would depend on third-party services such as utility work, escort services, infrastructure modifications, and permitting.

This MAC IDIQ is intended to support both current and future transportation needs associated with flown aerospace vehicles, spacecraft capsules, and other historically significant aerospace artifacts. The contract vehicle is intended to provide NASA with an enterprise capability to plan and execute complex transportation operations involving flown space hardware across the United States and potentially internationally. Responses to this example task order should therefore reflect approaches that could scale to support similar transportation operations in the future.

The Government's working assumption is that the vehicle must be transported fully intact and treated as an irreplaceable national artifact. Any recommended transportation concept must therefore demonstrate

## EXAMPLE TASK ORDER 1

how the proposed approach protects structural integrity, prevents transport-induced damage, and maintains strict control of load paths and environmental conditions throughout the movement.

### Background

Flown aerospace vehicles represent unique artifacts of national historical and technological significance. Movement of these vehicles requires specialized engineering analysis, preservation planning, and transportation planning that differs substantially from routine heavy cargo movement.

The Government seeks industry recommendations for the movement of a large flown aerospace vehicle between two locations within the United States using a multimodal transportation concept that may include heavy haul ground transport and marine transport.

Industry responses should describe the technical approach necessary to plan and execute such a movement while preserving the condition of the vehicle and ensuring compliance with applicable transportation, safety, and regulatory requirements.

### Objective

The objective of this example task order is to obtain industry recommendations for a technically sound and executable transportation concept for the movement of a large flown aerospace vehicle from the Smithsonian National Air and Space Museum Udvar-Hazy Center in Chantilly, Virginia to the Houston, Texas area.

The transportation concept should consider movement of the vehicle overland from the Udvar-Hazy facility to a barge loading location at Quantico Marine Corps Base followed by marine transportation to the Houston area and final delivery to a temporary protective structure located near Space Center Houston.

Industry responses should identify the engineering analyses, infrastructure evaluations, route validation activities, and transportation equipment required to support such a movement. Responses should also describe how a contractor would structure and manage the program from the initial engineering and feasibility phase through final transportation execution.

### Vehicle Planning Characteristics

For planning purposes, the aerospace vehicle should be assumed to have dimensions comparable to a Space Shuttle Orbiter class vehicle.

Vehicle characteristics for planning are as follows

- Length approximately 122 feet
- Wingspan approximately 78 feet
- Height approximately 57 feet
- Approximate weight 165,000 pounds
- Configuration intact vehicle with no structural disassembly

### Scenario Description

## EXAMPLE TASK ORDER 1

The conceptual transportation scenario assumes the following locations.

Origin location

Smithsonian National Air and Space Museum  
Steven F. Udvar-Hazy Center  
Chantilly, Virginia

Intermediate transfer location

Quantico Marine Corps Base

Destination location

Temporary protective structure near  
Space Center Houston, Houston, Texas

Industry responses should recommend the most technically sound transportation concept including route planning, infrastructure considerations, engineering analysis, staging operations, and transportation execution methodology.

### Information Requested from Industry

Industry responses should describe the engineering and operational approach required to perform the movement described above and should explain how the contractor would structure and manage the program from initial planning through final execution.

- Responses should explain the transportation concept recommended for moving a vehicle of this size intact without cutting, disassembly, or permanent structural alteration.
- Responses should describe the engineering analysis that would be required before declaring an intact route feasible including structural load analysis, route engineering analysis, infrastructure assessments, and validation of load paths.
- Responses should explain how the contractor would design and validate cradle and support systems required to safely support the vehicle during transportation.
- Responses should describe how route identification and validation would be performed including route surveys, bridge and pavement evaluation, infrastructure screening, and identification of utility conflicts.
- Responses should describe the transport equipment configurations that would likely be required and explain how redundancy, safety controls, and load monitoring would be incorporated.
- Responses should describe the proposed program management structure including how engineering analysis, transportation planning, regulatory coordination, and operational execution would be integrated.
- Responses should explain how the program would be phased from feasibility analysis through engineering validation and final execution and should identify recommended decision gates or readiness reviews.

**EXAMPLE TASK ORDER 1**

- Responses should provide a framework for potential costs associated with such an effort including major cost categories and primary cost drivers.
- Responses should identify which cost elements could be estimated during early planning and which elements would remain uncertain until engineering validation and route surveys are completed.
- Responses should describe the anticipated schedule required to complete feasibility analysis, engineering validation, route surveys, permitting, cradle fabrication, readiness reviews, and transportation execution.

**EXAMPLE TASK ORDER 2****Example Task Order 2****Transportation Concept for Small Flown Spacecraft Capsule****Cover Sheet**

National Aeronautics and Space Administration  
Draft Example Task Order - Industry Concept Development

**Title: Transportation Concept for Movement of Flown Spacecraft Capsule****Purpose of this Example Task Order**

This example task order is intended to allow industry to demonstrate technical approaches for transporting a flown spacecraft capsule between locations within the United States using a combination of overland transportation and strategic airlift.

Responses to this example are intended to inform NASA regarding engineering approaches, transportation concepts, cost drivers, and program management strategies associated with transporting capsule-class spacecraft.

This MAC IDIQ contract is intended to support both current and future NASA transportation needs associated with flown space vehicles and aerospace artifacts. The Government is seeking to understand how industry would plan, engineer, and manage transportation programs involving spacecraft hardware ranging from capsule-class vehicles to extremely large aerospace vehicles.

Industry responses should describe how the contractor would structure and manage a transportation program involving engineering analysis, transportation planning, aircraft interface integration, and transportation execution from start to finish.

Responses should also provide a framework for potential cost structures associated with such transportation activities and should identify the major cost elements and schedule drivers that would influence the overall effort.

**Objective**

The objective of this example task order is to obtain industry recommendations for transporting a spacecraft capsule comparable in size and mass to an Orion crew module from the Port of Los Angeles to Kennedy Space Center in Florida.

The transportation concept should consider overland transportation from the port facility to a military airfield followed by strategic airlift using a C-5 aircraft and final delivery to Kennedy Space Center.

Industry responses should describe the engineering analysis, transportation planning, aircraft interface considerations, and program management structure required to safely perform such a movement.

**Capsule Planning Characteristics**

For planning purposes, the spacecraft capsule should be assumed to have dimensions comparable to an

**EXAMPLE TASK ORDER 2**

Orion crew module.

Vehicle characteristics for planning are as follows

- Diameter approximately 16.5 feet
- Height approximately 10.5 feet
- Approximate weight 22,000 pounds
- Configuration flight article requiring controlled handling

**Information Requested from Industry**

- Industry responses should describe the recommended transportation concept including ground transportation configuration and aircraft integration approach.
- Responses should explain the engineering analyses required to validate the transport configuration and ensure compatibility with C-5 aircraft loading and restraint systems.
- Responses should describe the cradle and support systems required to safely transport the capsule and maintain structural integrity during transportation.
- Responses should describe environmental protection systems required to protect the capsule during staging, loading, air transport, and unloading.
- Responses should describe how the contractor would structure and manage the transportation program including engineering validation, transportation planning, air mobility coordination, and transportation execution.
- Responses should provide a framework for potential cost structures associated with such a movement and identify the primary cost drivers associated with engineering analysis, ground transportation, aircraft integration, and execution.
- Responses should describe the schedule required to perform engineering analysis, transportation planning, aircraft interface coordination, readiness reviews, and final execution.