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| INFORMATION TO OFFERORS OR QUOTERS | | Solicitation Number: NNA12366339R |
| OMB Control No.: 2700-0042 Exp. Date: N/A | | <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA) |
| Issuing Office: NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-0001 | | Point of Contact: NO COLLECT CALLS ACCEPTED Name: Jeannette Albiez Mail Stop: 241-1 Telephone: (650) 604-1029 Fax: (650) 604-0912 Email: Jeannette.albiez@nasa.gov |
| Item(s) to Be Acquired: National Aeronautics and Space Administration (NASA)/Ames Research Center (ARC) Fully Integrated Lifecycle Mission Support Services (FILMSS), Request for Proposal | | |
| This Solicitation Is: | | |
| <input checked="" type="checkbox"/> Unrestricted--Full and Open Competition <input type="checkbox"/> Set-Aside 100% for <input type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302- <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L. | | |
| Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: http://procure.arc.nasa.gov | | |
| CRITICAL ELEMENTS OF INFORMATION: <i>Your attention is invited to the following:</i> | | |
| <input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input checked="" type="checkbox"/> Section L, NFS 1852.215-77. Pre-Solicitation Conference/Industry Day was held on November 8th, 2012 . <input checked="" type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input type="checkbox"/> Other: | | |
| OTHER IMPORTANT INSTRUCTIONS: | | |
| <ol style="list-style-type: none"> The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. You MUST acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE. | | |

| | | | | |
|-----------------|--|--|----------------|-----------------------------|
| 2. CONTRACT NO. | 3. SOLICITATION NO. NNA12412481R | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|-----------------|--|--|----------------|-----------------------------|

| | | |
|---|------------------------|--|
| 7. ISSUED BY NASA Ames Research Center Acquisition Branch Moffett Field, CA 94035-0001 Attn: Jeannette Albiez | CODE JAC ARC | 8. ADDRESS OFFER TO (If other than Item 7) NASA-Ames Research Center Jeannette Albiez, Mail Stop 241-1 Bldg, 241, Room 233 P.O. Box 1 Moffett Field, CA 94035-0001 |
|---|------------------------|--|

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and **see L.6(b)(1) for original and copies** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg 241, Room 215** until **noon** local time, on **March 15, 2013** (date).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L., Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|---------------------------|------------------------------------|---|--|
| 10. FOR INFORMATION CALL: | A. NAME Jeannette Albiez | B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE NUMBER EXT. (650) 604-1029 | C. EMAIL ADDRESS Jeannette.albiez@nasa.gov |
|---------------------------|------------------------------------|---|--|

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|-------------------------------------|------|---------------------------------------|---------|--|------|--|---------|
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| <input checked="" type="checkbox"/> | A | SOLICITATION/CONTRACT FORM | | <input checked="" type="checkbox"/> | I | CONTRACT CLAUSES | |
| <input checked="" type="checkbox"/> | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | | | |
| <input checked="" type="checkbox"/> | C | DESCRIPTION/SPECS./WORK STATEMENT | | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | |
| <input checked="" type="checkbox"/> | D | PACKAGING AND MARKING | | PART IV – REPRESENTATIONS AND INSTRUCTIONS | | | |
| <input checked="" type="checkbox"/> | E | INSPECTION AND ACCEPTANCE | | <input checked="" type="checkbox"/> | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | | <input checked="" type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION DATA | | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

| | | | | |
|--|------------------|------------------|------------------|---------------|
| 13. (See Section I, clause No. 52-232-8) | 10 CALENDAR DAYS | 20 CALENDAR DAYS | 30 CALENDAR DAYS | CALENDAR DAYS |
|--|------------------|------------------|------------------|---------------|

| | | | | |
|---|--------------|------|--------------|------|
| 14. acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated: | AMENDMENT NO | DATE | AMENDMENT NO | DATE |
| | | | | |

| | | | |
|------------------------|------|----------|---------------------------|
| 15. ADDRESS OF OFFEROR | CODE | FACILITY | 16. OFFER (Type or print) |
|------------------------|------|----------|---------------------------|

| | | | |
|--|--|---------------|----------------|
| 15B. TELEPHONE NO. (Include area code) | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE | 17. SIGNATURE | 18. OFFER DATE |
|--|--|---------------|----------------|

AWARD (To be completed by Government)

| | | |
|-----------------------------------|------------|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION |
|-----------------------------------|------------|----------------------------------|

| | |
|--|---|
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM 25 |
|--|---|

| | |
|---|---|
| 24. ADMINISTERED BY (If other than Item 7) CODE | 25. PAYMENT WILL BE MADE BY CODE NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 Fax: (866) 209-5415 Email: NSSC-AccountsPayable@nasa.gov |
|---|---|

| | | |
|---|--|----------------|
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | 28. AWARD DATE |
|---|--|----------------|

IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is a single award Cost-Plus-Fixed-Fee (CPFF) type contract with Core Requirement Contract Line Items (CLINS) and Indefinite Delivery Indefinite Quantity (IDIQ) CLINS. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specifications, and drawings as specified in this contract and as identified under individual core elements and task orders.

Table B.1-1 Base Period

| Item No. | Description | SOW | Qty | Unit |
|--------------------|---|-----|-----|---------------|
| BASE PERIOD | | | | |
| 01* | 60-Day Phase-In Period as set forth in Section F, paragraph F.2(a) | 5.1 | 1 | Job |
| 02A* | Fully Integrated Lifecycle Mission Support Services (FILMSS), Contract Management Core Requirement, Base Period as set forth in Section F, paragraph F.2(a) | 4.1 | 1 | Job |
| 02B* | Fully Integrated Lifecycle Mission Support Services (FILMSS), Technical Core Elements, Base Period as set forth in Section F, paragraph F.2(a) | 4.2 | 1 | Job |
| 02C | Fully Integrated Lifecycle Mission Support Services (FILMSS), Indefinite Delivery/Indefinite Quantity (IDIQ) Technical Requirement, Base Period as set forth in Section F, paragraph F.2(a) | 4.2 | TBD | Task Order(s) |

*Base Period – Only Contract Line Item Nos. (CLIN), 01 (Phase-In), 02A Contract Management Core Requirement and 02B Technical Work Core Requirement will be initiated at award.

(b) OPTION PERIODS. If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C.

Table B.1-2 Option Periods

| Item No. | Description | SOW | Qty | Unit |
|------------------------|---|-----|-----|---------------|
| OPTION PERIOD 1 | | | | |
| 03A | Fully Integrated Lifecycle Mission Support Services (FILMSS), Contract Management Core Requirement, Option Period One as set forth in Section F, paragraph F.2(b) | 4.1 | 1 | Job |
| 03B | Fully Integrated Lifecycle Mission Support Services (FILMSS), Technical Core Elements, Option Period One as set forth in Section F, paragraph F.2(b) | 4.2 | 1 | Job |
| 03C | Fully Integrated Lifecycle Mission Support Services (FILMSS), Indefinite Delivery/Indefinite Quantity (IDIQ) Technical Requirement, Option Period One as set forth in Section F, paragraph F.2(b) | 4.2 | TBD | Task Order(s) |
| OPTION PERIOD 2 | | | | |
| 04A | Fully Integrated Lifecycle Mission Support Services (FILMSS), Contract Management Core Requirement, Option Period Two as set forth in Section F, paragraph F.2(c) | 4.1 | 1 | Job |
| 04B | Fully Integrated Lifecycle Mission Support Services (FILMSS), Technical Core Elements, Option Period Two as set forth in Section F, paragraph F.2(c) | 4.2 | 1 | Job |
| 04C | Fully Integrated Lifecycle Mission Support Services (FILMSS), Indefinite Delivery/Indefinite Quantity (IDIQ) Technical Requirement, Option Period Two as set forth in Section F, paragraph F.2(c) | 4.2 | TBD | Task Order(s) |
| OPTION PERIOD 3 | | | | |
| 05A | Fully Integrated Lifecycle Mission Support Services (FILMSS), Contract Management Core Requirement Option Period Three as set forth in Section F, paragraph F.2(d) | 4.1 | 1 | Job |
| 05B | Fully Integrated Lifecycle Mission Support Services (FILMSS), Technical Core Elements Option Period Three as set forth in Section F, paragraph F.2(d) | 4.2 | 1 | Job |
| 05C | Fully Integrated Lifecycle Mission Support Services (FILMSS), Indefinite Delivery/Indefinite Quantity (IDIQ) Technical Requirement, Option Period Three as set forth in Section F, paragraph F.2(d) | 4.2 | TBD | Task Order(s) |
| OPTION PERIOD 4 | | | | |
| 06A | Fully Integrated Lifecycle Mission Support Services (FILMSS), Contract Management Core Requirement Option Period Four as set forth in Section F, paragraph F.2(e) | 4.1 | 1 | Job |
| 06B | Fully Integrated Lifecycle Mission Support Services (FILMSS), Technical Core Elements Option Period Four as set forth in Section F, paragraph F.2(e) | 4.2 | 1 | Job |
| 06C | Fully Integrated Lifecycle Mission Support Services (FILMSS), Indefinite Delivery/Indefinite Quantity (IDIQ) Technical Requirement, Option Period Four as set forth in Section F, paragraph F.2(e) | 4.2 | TBD | Task Order(s) |

CLINS 02A, 02B, 03A, 03B, 04A, 04B, 05A, 05B, 06A and 06B are Cost Plus Fixed Fee (CPFF) Core Requirements. If the Core Requirement decreases or increases, the Government reserves the right to re-negotiate the estimated cost.

(c) CLINS 02C, 03C, 04C, 05C and 06C will be issued as Indefinite Delivery/Indefinite Quantity (IDIQ) CPFF task orders in accordance with Clause H.2 (Task Ordering Procedure) by the Contracting Officer.

(END OF CLAUSE)

B.2 ESTIMATED COST AND FIXED FEE (NFS 1852.216-74) (DEC 1991)

The estimated cost of CLIN 01 is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01 is _____.

The estimated cost of CLIN 02A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02A is _____.

The estimated cost of CLIN 02B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02B is _____.

The estimated cost of CLIN 03A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03A is _____.

The estimated cost of CLIN 03B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03B is _____.

The estimated cost of CLIN 04A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04A is _____.

The estimated cost of CLIN 04B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04B is _____.

The estimated cost of CLIN 05A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 05A is _____.

The estimated cost of CLIN 05B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 05B is _____.

The estimated cost of CLIN 06A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 06A is _____.

The estimated cost of CLIN 06B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 06B is _____.

(END OF CLAUSE)

B.3 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 02C, 03C, 04C, 05C and 06C during the potential effective period of this contract is \$500,000.00 (Estimated Cost and Fixed Fee). The maximum amount of supplies or services that may be ordered under CLINS CLINS 02C, 03C, 04C, 05C and 06C during the potential effective period of this contract is \$215,000,000.00 (Estimated Cost and Fixed Fee). The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 02C, 03C, 04C, 05C and 06C of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, 04C, 05C and 06C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$500,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, 04C, 05C and 06C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$215,000,000.00.

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 02C, 03C, 04C, 05C and 06C of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount of \$215,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount of \$215,000,000.00.

(END OF CLAUSE)

B.4 LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under the base period of this contract is for 1 year from the effective date of the contract. This contract also includes four 1-year option periods if exercised by the Government. Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to 1 year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

B.5 CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for the line items 01, 02A and 02B and covers the following estimated period of performance: date of award through TBD.

(b) An additional amount of \$TBD is obligated under this contract for payment of fee.

Table B.4-1 Contract Funding

| SUMMARY OF CONTRACT FUNDING - Core Requirements | FROM | BY | TO |
|---|-------|-------|-------|
| Cost | \$TBD | \$TBD | \$TBD |
| Fixed Fee | \$TBD | \$TBD | \$TBD |
| Total Cost Plus Fixed Fee | \$TBD | \$TBD | \$TBD |

(c) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for the line item 02C and covers the following estimated period of performance: date of award through TBD.

(d) An additional amount of \$TBD is obligated under this contract for payment of fee.

Table B.4-2 Breakdown of Contract Funding by CLIN

| SUMMARY OF CONTRACT FUNDING – IDIQ Requirements | FROM | BY | TO |
|---|-------|-------|-------|
| Cost | \$TBD | \$TBD | \$TBD |
| Fixed Fee | \$TBD | \$TBD | \$TBD |
| Total Cost Plus Fixed Fee | \$TBD | \$TBD | \$TBD |

Tables B.4-1 and B.4-2 shall each operate independently for purposes of the Limitation of Cost and Limitation of Funds clauses of this Contract (incorporated in Section I).

(END OF CLAUSE)

B.6 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS

This clause identifies the Estimated Cost to be paid for acceptable performance of all services described in task orders issued. This clause will be updated on a periodic basis to reflect the value of issued task orders and represents the IDIQ Estimated Cost and Fixed Fee Ceiling.

The total contract value for CLINs 02C, 03C, 04C, 05C and 06C, base and all option periods, if awarded, is as follows:

| CONTRACT VALUE SUMMARY-IDIQ | Year 1 Base CLIN 01C | Year 2 Option One CLIN 02C | Year 3 Option Two CLIN 03C | Year 4 Option Three CLIN 04C | Year 5 Option Four CLIN 05C | TOTAL |
|---------------------------------------|-----------------------------|-----------------------------------|-----------------------------------|-------------------------------------|------------------------------------|--------------|
| Estimated Cost | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD |
| Fixed Fee | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD |
| Total Estimated Cost & Fee | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD | \$ TBD |

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SPECIFICATION/STATEMENT OF WORK

In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to, performance of the requirements set forth herein. Work shall be accomplished in accordance with the Statement of Work (SOW), entitled "Fully Integrated Lifecycle Mission Support Services" which is incorporated in Section J.1(a), Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998)

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------------------------|------|-------|
| None included by reference. | | |

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

| CLAUSE NO | DATE | TITLE |
|-------------|----------|--|
| 1852.211-70 | SEP 2005 | PACKAGING, HANDLING AND TRANSPORTATION |
| 1852.245-74 | JAN 2011 | IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT |

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------|----------|---|
| 52.246-5 | APR 1984 | INSPECTION OF SERVICES – COST REIMBURSEMENT |
| 52.246-8 | MAY 2001 | INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT |

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

| CLAUSE NO | DATE | TITLE |
|-------------|----------|---|
| 1852.246-72 | AUG 2003 | MATERIAL INSPECTION AND RECEIVING REPORT (Insert “in triplicate” and “2” in blanks) |

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

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

<http://www.acquisition.gov/comp/far/index.html>
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------|----------|------------------------------------|
| 52.242-15 | AUG 1989 | STOP WORK ORDER (ALT I) (APR 1984) |
| 52.247-34 | NOV 1991 | F.O.B DESTINATION |

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

| CLAUSE NO | DATE | TITLE |
|-----------------------------|------|-------|
| None included by reference. | | |

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

(a) BASE PERIOD (Phase-In and Base Requirement)

The 60 day Phase-In shall be included in the Base Period performance period. The performance of the Base Period shall be for twelve (12) months from the effective date of the contract.

(b) OPTION PERIOD ONE

If exercised, the performance period of Option Period One shall be for twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD TWO

If exercised, the performance period of Option Period Two shall be for twelve (12) months from the end of Option Period One.

(d) OPTION PERIOD THREE

If exercised, the performance period of Option Period Three shall be for twelve (12) months from the end of Option Period Two.

(e) OPTION PERIOD FOUR

If exercised, the performance period of Option Period Four shall be for twelve (12) months from the end of Option Period Three.

(END OF CLAUSE)

F.3 PLACE OF PERFORMANCE

The services to be performed under this contact shall be performed at NASA Ames Research Center and other locations as directed by the Contracting Officer.

(END OF CLAUSE)

F.4 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------------------------|------|-------|
| None included by reference. | | |

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

| CLAUSE NO | DATE | TITLE |
|-------------|----------|---|
| 1852.216-75 | DEC 1988 | PAYMENT OF FIXED FEE |
| 1852.227-70 | MAY 2002 | NEW TECHNOLOGY |
| 1852.227-86 | DEC 1987 | COMMERCIAL COMPUTER SOFTWARE - LICENSING |
| 1852.242-73 | NOV 2004 | NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING |
| 1852.245-70 | JAN 2011 | CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT |
| 1852.245-73 | JAN 2011 | FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS |
| 1852.245-75 | JAN 2011 | PROPERTY MANAGEMENT CHANGES |
| 1852.245-78 | JAN 2011 | PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY |
| 1852.245-79 | JAN 2011 | RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE |
| 1852.245-82 | JAN 2011 | OCCUPANCY MANAGEMENT REQUIREMENTS |

(END OF CLAUSE)

G.2 SUBMISSION OF VOUCHER FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Fax: (866) 209-5415
Email: NSSC-AccountsPayable@nasa.gov

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

DCAA Regional Office **[Offerors, please insert your appropriate DCAA mailing office below:]**

(2) A copy of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"
Submit one electronic copy to:
Jeannette.albiez@nasa.gov

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
Fax: (866) 209-5415
Email: NSSC-AccountsPayable@nasa.gov

Also submit an electronic courtesy copy to:

- (i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"
Submit one electronic copy to:
Jeannette.albiez@nasa.gov

NSSC is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

(END OF CLAUSE)

G.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

- (a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative

NASA/Ames Research Center
Mail Stop 202A-3
Moffett Field, CA 94035-0001

Patent Representative

NASA/Ames Research Center
Mail Stop 202A-4
Moffett Field, CA 94035-0001

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective

responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

G.4 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993) (MODIFIED SEPT 2012)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority.

If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed by shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(END OF CLAUSE)

G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY NFS 1852.245-71 (JAN 2011)

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

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

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

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

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

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

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

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

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the

Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245–1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Section J.1(a) Attachment 4.

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: None.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

G.6 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT to FAR 52.245–1 (NFS 1852.245-76) (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment J.1(a) Attachment 4 of this contract on a no-charge-for-use basis pursuant to FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at NASA Ames Research Center and at other location(s) as may be approved by the Contracting Officer.

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------------------------|------|-------|
| None included by reference. | | |

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

| CLAUSE NO | DATE | TITLE |
|-------------|----------|---|
| 1852.208-81 | NOV 2004 | RESTRICTIONS ON PRINTING AND DUPLICATING |
| 1852.223-70 | APR 2002 | SAFETY AND HEALTH |
| 1852.223-75 | FEB 2002 | MAJOR BREACH OF SAFETY OR SECURITY |
| 1852.225-70 | FEB 2000 | EXPORT LICENSES (Insert "NASA Ames Research Center" in paragraph b) |
| 1852.228-76 | DEC 1994 | CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES (DEVIATION SEE PIC 11-09) (OCT 2009) |
| 1852.228-78 | MAR 1989 | CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (DEVIATION SEE PIC 11-09) (MAR 1989) |
| 1852.235-73 | DEC 2006 | FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II)(DEC 2005) |
| 1852.244-70 | APR 1985 | GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM |

(END OF CLAUSE)

H.2 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (MODIFIED JAN 2013)

(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.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For each task plan, the Contractor shall provide the representation set forth in FAR 52.227-15. Representation of Limited Rights Data and Restricted Computer Software, identifying any proposed delivery of Limited Rights Data or Restricted Computer Software.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the 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 were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

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

(END OF CLAUSE)

H.4 ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT (NFS 1852.235-74) (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the

middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

H.5 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALT 1) (SEP 1989) (ALT II) (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of

critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(END OF CLAUSE)

H.6 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007) (MODIFIED JAN 2012)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

H.7 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004) (MODIFIED JAN 2012)

(a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, and Logistics. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Preparedness Program.

(END OF CLAUSE)

H.8 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) Data submitted to the Government with limited rights or restricted rights notices;
- (2) Data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) Data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) Use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;

(2) Not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) Refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) Return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

H.9 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However,

such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

H.10 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010) (ALT I)

(a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

H.11 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

H.12 SEVERANCE PAY (ARC 52.231-90) (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.13 NON-PERSONAL SERVICES

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

H.14 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012) (ALT 1)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel

to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

Alternate 1 - The contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever, not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

H.15 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is:

NASA Ames Research Center (ARC) develops and manages programs, projects, and technologies that support NASA's science, exploration and aeronautics goals, with a focus on innovation. Currently ARC supports a variety of mission types and programs, including planetary science, astrophysics, space biosciences, heliophysics, and earth science missions; small satellite missions; technology development; technology transfer; and collaborative science programs.

This contract, as delineated in and governed by its Statement of Work, will provide for broad-ranging contract services supporting multiple sustained project management, research, and technology development capabilities for ARC that encompass all phases of mission and project lifecycles for flight programs and projects, as well as support for various other programs and functional offices at Ames.

In order to perform this contract and, thus, support ARC requirements, the Contractor may be required to participate within the scope of the Statement of Work, either fully or in part, in requirements identification and specification drafting, statement of work development, benchmarking, and other Government activities associated with Government procurements (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) and other Government activities where defining scope of future requirements is necessary. Further, contract performance also may require access to Government Sensitive Data or third party proprietary data, including inventions. Access to such Data, production of such Data by the Contractor, or participation in defining requirements for future competitions creates a potential Organizational Conflict of Interest. Finally, the performance of certain potential activities under this contract – including, but not limited to, proposal review, and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect affiliation or competitive posture.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this Contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, participate in competitions, as either a prime proposer or a proposed subcontractor, based upon Government Sensitive Data or other non-public data of another Contractor, obtained by the Contractor because of the Contractor's access to, and support of its performance under this contract.

(d) If, in the performance of work under this Contract, the Contractor produces or has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains sensitive or proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such Data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to Data, Data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such in accordance with any use or dissemination restrictions imposed on such. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data until one year after such Data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data.

(f) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from

disclosing to others or using for their own behalf, such Data received in connection with the performance of work under this Contract, and from retaining a copy of such Data after termination of their employment under this Contract.

(g) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support the Center, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit Data obtained, used, or produced in conjunction with the Center pursuant to this Contract.

(h) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(i) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(j) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(k) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated in full text into this contract (see J.1(a) Attachment 7). This Plan will address Organizational Conflicts of Interest at the contract level, including, but not limited to, how the Contractor will address and provide a methodology to resolve fully all potential issues of impaired objectivity. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

(l) The Contractor shall include paragraphs (a) through (k) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

H.16 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Cost proposals, including revision(s), submitted in response to the solicitation entitled "Fully Integrated Lifecycle Mission Support Services (FILMSS)" are hereby incorporated into the contract by reference.

(END OF CLAUSE)

H.17 PERFORMANCE ASSESSMENT

(a) As part of the Government's surveillance activities, annual periodic performance evaluations will be conducted under this contract in accordance with Federal Acquisition Regulation (FAR) Part 42.15 and NASA FAR Supplement (NFS) Part 1842.15, titled Contractor Performance Information. Information from the surveillance will be provided at least monthly to the contractor for corrective actions and performance improvement. Additionally, this information combined with the contractor's corrective action responses and implementation will be used by the Government when considering exercising an option, and may be included as part of past performance evaluations and may be ascertained by other Government organizations requesting past performance information.

(b) Examples of performance factors that may be used by the Government include but are not limited to the following: Technical Performance, Schedule, Cost Control, Business Relations, Management of Key Personnel, Achieving Small Business Goals, and Utilization of Small Business.

(END OF CLAUSE)

H.18 PATENT RIGHTS

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and the New Technology Clause, 1852.227-70. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

H. 19 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (APR 2011)

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed Open Source software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://ti.arc.nasa.gov/opensource/nosa/> or <http://opensource.org/licenses/nasa1.3.php>

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing Open Source software, such software being covered by an external Open Source software license. Some Open Source licenses require further development/enhancement of the covered Open Source software be further transferred only under that particular Open Source software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA. The decision to incorporate into software developed under this contract any Open Source software that is governed by an Open Source software license that is not compatible with the NOSA shall be made deliberately in consultation with the Government task manager and Patent Counsel prior to any development of software under this contract.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

<http://www.acquisition.gov/comp/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO | DATE | TITLE |
|-----------|----------|--|
| 52.202-1 | JAN 2012 | DEFINITIONS |
| 52.203-3 | APR 1984 | GRATUITIES |
| 52.203-5 | APR 1984 | COVENANT AGAINST CONTINGENT FEES |
| 52.203-6 | SEP 2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT |
| 52.203-7 | OCT 2010 | ANTI-KICKBACK PROCEDURES |
| 52.203-8 | JAN 1997 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-10 | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY |
| 52.203-12 | OCT 2010 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS |
| 52.203-13 | APR 2010 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT |
| 52.203-14 | DEC 2007 | DISPLAY OF HOTLINE POSTER(S) |
| 52.203-16 | DEC 2011 | PREVENTING PERSONAL CONFLICTS OF INTEREST |
| 52.204-4 | MAY 2011 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER |
| 52.204-7 | FEB 2012 | CENTRAL CONTRACTOR REGISTRATION |
| 52.204-10 | FEB 2012 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS |
| 52.209-6 | DEC 2010 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |

| CLAUSE NO | DATE | TITLE |
|-----------|----------|---|
| 52.211-15 | APR 2008 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Insert "DO-C9") |
| 52.215-2 | OCT 2010 | AUDIT AND RECORDS-NEGOTIATION |
| 52.215-8 | OCT 1997 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT |
| 52.215-11 | AUG 2011 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS |
| 52.215-13 | OCT 2010 | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS |
| 52.215-18 | JUL 2005 | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS |
| 52.215-19 | OCT 1997 | NOTIFICATION OF OWNERSHIP CHANGES |
| 52.215-21 | OCT 2010 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS |
| 52.215-23 | OCT 2009 | LIMITATION ON PASS-THROUGH CHARGES |
| 52.216-7 | JUN 2011 | ALLOWABLE COST AND PAYMENT Insert 30 th in Paragraph (a)(3) |
| 52.216-8 | JUN 2011 | FIXED FEE |
| 52.216-18 | OCT 1995 | ORDERING (Insert "DATE OF CONTRACT AWARD" through "THE PERIOD OF PERFORMANCE AS NOTED IN PARAGRAPH F.2" in paragraph (a)) |
| 52.216-19 | OCT 1995 | ORDER LIMITATIONS (Insert "\$100K", "\$215M", "\$215M", "30 DAYS" and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d) respectively) |
| 52.216-22 | OCT 1995 | INDEFINITE QUANTITY (Insert "1 year from the end date of the contract" in paragraph (d)) |
| 52.217-8 | NOV 1999 | Ordering SERVICES (Insert "30 days from the end of the period of performance") |
| 52.217-9 | MAR 2000 | OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "15 days of the end of the period of performance" and "30 days" in paragraph (a). Insert "5 years 6 months" in paragraph (c)) |
| 52.219-4 | JAN 2011 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS To be completed by Offeror: " __ Offeror elects to waive the evaluation preference in paragraph (c) " |
| 52.219-8 | JAN 2011 | UTILIZATION OF SMALL BUSINESS CONCERNS (ALT 2)(OCT 2011) |
| 52.219-9 | JAN 2011 | SMALL BUSINESS SUBCONTRACTING PLAN |

| CLAUSE NO | DATE | TITLE |
|-----------|-----------|--|
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES – SUBCONTRACTING PLAN |
| 52.219-28 | APR 2012 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION |
| 52.222-1 | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 52.222-2 | JUL 1990 | PAYMENT FOR OVERTIME PREMIUMS Insert "\$ 0 " in paragraph (a). |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY |
| 52.222-35 | SEP 2010 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS |
| 52.222-36 | OCT 2010 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | SEP 2010 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERAN |
| 52.222-40 | DEC 2010 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT |
| 52.222-41 | NOV 2007 | SERVICE CONTRACT ACT |
| 52.222-50 | FEB 2009 | COMBATING TRAFFICKING IN PERSONS |
| 52.222-54 | JULY 2012 | EMPLOYMENT ELIGIBILITY VERIFICATION |
| 52.223-3 | JAN 1997 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (ALT I) (JUL 1995) Insert " TBD " in paragraph (b). |
| 52.223-5 | MAY 2011 | POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION (ALT I) (JUL 95) |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-10 | MAY 2011 | WASTE REDUCTION PROGRAM |
| 52.223-18 | AUG 2011 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |
| 52.223-19 | MAY 2011 | COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS |
| 52.225-1 | FEB 2009 | BUY AMERICAN ACT - SUPPLIES |
| 52.225-13 | JUN 2008 | RESTRICTION ON CERTAIN FOREIGN PURCHASES |
| 52.227-1 | DEC 2007 | AUTHORIZATION AND CONSENT (ALT 1)(APR 1984) |
| 52.227-2 | DEC 2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT |

| CLAUSE NO | DATE | TITLE |
|-----------|----------|---|
| 52.227-11 | DEC 2007 | PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (as modified by NFS 1852.227-11, PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM))(ALT V)(DEC2007) |
| 52.227-14 | DEC 2007 | RIGHTS IN DATA-GENERAL (AS MODIFIED BY NFS 1852.227-14 RIGHTS IN DATA –GENERAL)) (ALT II)(DEC 2007) at the end of paragraph (g)(3)(a) insert: “(i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is part.) (iv) Emergency repair overhaul work (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by a foreign government.” (ALT III)(DEC 2007) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.227-17 | DEC 2007 | RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-27, RIGHTS IN DATA – SPECIAL WORKS) |
| 52.227-23 | JUN 1987 | RIGHTS TO PROPOSAL DATA (TECHNICAL) To Be Completed by Offeror: Page Numbers: _____ Proposal Date: _____ |
| 52.228-7 | MAR 1997 | INSURANCE – LIABILITY TO THIRD PERSONS |
| 52.230-2 | MAY 2012 | COST ACCOUNTING STANDARDS |
| 52.230-6 | JUN 2010 | ADMINISTRATION OF COST ACCOUNTING STANDARDS |
| 52.232-9 | APR 1984 | LIMITATION ON WITHHOLDING OF PAYMENTS |
| 52.232-17 | OCT 2010 | INTEREST |
| 52.232-18 | APR 1984 | AVAILABILITY OF FUNDS |
| 52.232-19 | APR 1984 | AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (Insert “TBD” in both blanks) |
| 52.232-20 | APR 1984 | LIMITATION OF COST |
| 52.232-22 | APR 1984 | LIMITATION OF FUNDS |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS |
| 52.232-25 | OCT 2008 | PROMPT PAYMENT |
| 52.232-33 | OCT 2003 | PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION |
| 52.233-1 | JUL 2002 | DISPUTES (ALT 1)(DEC 1991) |
| 52.233-3 | AUG 1996 | PROTEST AFTER AWARD (ALT I) (JUN 1985) |
| 52.233-4 | OCT 2004 | APPLICABLE LAW FOR BREACH OF |

| | | |
|-----------|----------|---|
| | | CONTRACT CLAIM |
| 52.237-2 | APR 1984 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION |
| 52.237-3 | JAN 1991 | CONTINUITY OF SERVICES |
| 52.239-1 | AUG 1996 | PRIVACY OR SECURITY SAFEGUARDS |
| 52.242-1 | APR 1984 | NOTICE OF INTENT TO DISALLOW COSTS |
| 52.242-3 | MAY 2001 | PENALTIES FOR UNALLOWABLE COSTS |
| 52.242-4 | JAN 1997 | CERTIFICATION OF FINAL INDIRECT COSTS |
| 52.242-13 | JUL 1995 | BANKRUPTCY |
| 52.243-2 | AUG 1987 | CHANGES--COST-REIMBURSEMENT (ALT V) (APR 1984) |
| 52.244-2 | OCT 2010 | SUBCONTRACTS |
| 52.244-5 | DEC 1996 | COMPETITION IN SUBCONTRACTING |
| 52.244-6 | DEC 2010 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-1 | APR 2012 | GOVERNMENT PROPERTY - The Government property provided under this clause is identified in NFS clause 1852.245-76 of this contract |
| 52.245-9 | APR 2012 | USE AND CHARGES |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY – SERVICES |
| 52.247-1 | FEB 2006 | COMMERCIAL BILL OF LADING NOTATIONS |
| 52.247-67 | FEB 2006 | SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT |
| 52.249-6 | MAY 2004 | TERMINATION (COST-REIMBURSEMENT) |
| 52.249-14 | APR 1984 | EXCUSABLE DELAYS |
| 52.251-1 | APR 2012 | GOVERNMENT SUPPLY SOURCES |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORM/S |

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

| CLAUSE NO | DATE | TITLE |
|-------------|----------|---|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.204-76 | JAN 2011 | SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY RESOURCES (DEVIATION) |
| 1852.209-72 | DEC 1998 | COMPOSITION OF THE CONTRACTOR |
| 1852.215-84 | NOV 2011 | OMBUDSMAN |
| 1852.216-89 | JUL 1997 | ASSIGNMENT AND RELEASE FORMS |
| 1852.219-74 | SEP 1990 | USE OF RURAL AREA SMALL BUSINESSES |
| 1852.219-75 | MAY 1999 | SMALL BUSINESS SUBCONTRACTING REPORTING |
| 1852.219-77 | MAY 2009 | MENTOR PROTÉGÉ PROGRAM |
| 1852.223-74 | MAR 1996 | DRUG AND ALCOHOL-FREE WORKFORCE |
| 1852.227-14 | -- | RIGHTS IN DATA - GENERAL |
| 1852.228-75 | OCT 1988 | MINIMUM INSURANCE COVERAGE |
| 1852.235-70 | DEC 2006 | CENTER FOR AEROSPACE INFORMATION |
| 1852.237-70 | DEC 1998 | EMERGENCY EVACUATION PROCEDURES |

| CLAUSE NO | DATE | TITLE |
|-------------|----------|---|
| 1852.237-72 | JUN 2005 | ACCESS TO SENSITIVE INFORMATION |
| 1852.237-73 | JUN 2005 | RELEASE OF SENSITIVE INFORMATION |
| 1852.242-78 | APR 2001 | EMERGENCY MEDICAL SERVICES AND EVACUATION |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS |

(END OF CLAUSE)

**I.2 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(FAR 52.204-9) (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

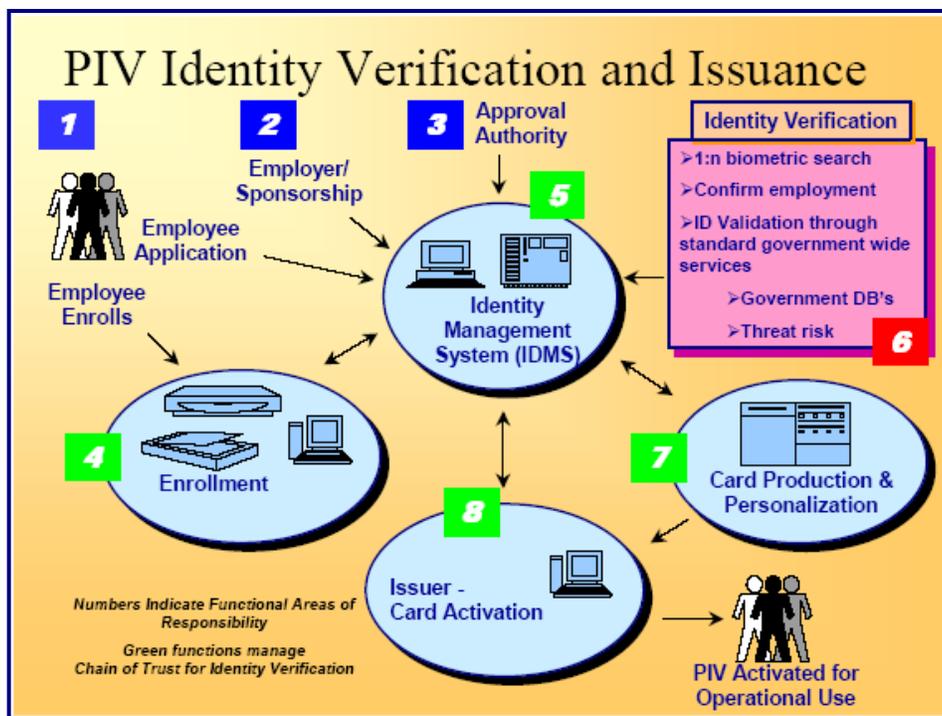


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's

investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

**ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND
ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY**

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(END OF CLAUSE)

I.3 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989) (MODIFIED ARC/FEB 1997)

(a) In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*THIS STATEMENT IS FOR INFORMATION ONLY;
IT IS NOT A WAGE DETERMINATION*

| NASA/OPM Job Title | Grade | GS Step 5 Hourly Rate |
|-------------------------------|-----------|-----------------------|
| Analyst I | GS09 | \$30.50 |
| Analyst II | GS12 | \$44.24 |
| Analyst III | GS14 | \$62.16 |
| Biological Lab Tech | GS11 | \$36.91 |
| Business Specialist I | GS09 | \$30.50 |
| Business Specialist II | GS12 | \$44.24 |
| Business Specialist III | GS14 | \$62.16 |
| Education Specialist | GS-12 | \$44.24 |
| Engineer I | GS11 | \$36.91 |
| Engineer II | GS12 | \$44.24 |
| Engineer III | GS14 | \$62.16 |
| Manager | SES-Mid | \$71.94 |
| Scientist I | GS11 | \$36.91 |
| Scientist II | GS12 | \$44.24 |
| Scientist III | GS14 | \$62.16 |
| Subject Matter Expert | SES - Mid | \$71.94 |
| Technical Publications Writer | GS11 | \$36.91 |

(b) Costs to the Government for employee fringe benefits for the class of service employees described above are estimated at an average of 28% of salary for all permanent employees as follows.

| <u>Fringe Benefits</u> | <u>Percent of Salary</u> |
|--|--------------------------|
| Federal Employees Retirement System (FERS) | 11.2 |
| Thrift Saving Plan (TSP) | 4.5 |
| Social Security (FICA) | 6.2 |
| Medicare | 1.45 |
| Employee Life Insurance (FEGLI) | 0.1 |
| Employee Health Insurance (FEHB) | <u>4.6</u> |
| Combined Fringe Benefits | 28.05 |

The paid holidays provided by law to Federal employees are:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day | 7. Columbus Day |
| 3. President's Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

(c) The amount of vacation or paid leave provided by law that would be given to Federal Employees is as follows:

(1) Two hours of annual leave each week for an employee with less than three years of service.

(2) Three hours of annual leave each week for an employee with three, but less than fifteen years of service.

(3) Four hours of annual leave each week for an employee with fifteen or more years of service.

(END OF CLAUSE)

I.4 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

(END OF CLAUSE)

I.5 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99)(AUG 2012)(DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(END OF CLAUSE)

I.6 NASA 8 PERCENT GOAL (NFS 1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and

Universities, minority institutions, and women-owned small business concerns.

(END OF CLAUSE)

I.7 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71)(FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

I.8 RESERVED

**I.9 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION
(ARC 52.227-98) (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

| Attachment Number | Title | Date | No. of Pages |
|-------------------|---|-----------|--------------|
| 1 | Statement of Work (SOW) | Jan 29,13 | 16 |
| 2 | Dept. of Labor Wage Determination | Jun 19,12 | 13 |
| 3 | Contract Data Requirements List | Jan 29,13 | 16 |
| 4 | Installation-Accountable Government Property List | Aug 20,12 | 1 |
| 5 | Contractor's IT Security Plan* | TBD | TBD |
| 6 | Contractor's Safety and Health Plan* | TBD | TBD |
| 7 | Contractor's Organizational Conflicts of Interest Avoidance Plan* | TBD | TBD |
| 8 | Small Business Subcontracting Plan | TBD | TBD |

*To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments with exception of Attachment 3 are included only in the solicitation.

| Attachment Number | Title | No. of Pages |
|-------------------|--|--------------|
| 1 | Cost Model | 5 |
| 2 | Proposal Cover Sheet (JA Form 038) - Exhibit 1 | 1 |
| 3 | Pricing Template Workbook - Exhibits 2 - 18 | 17 |
| 4 | Contract Facilities Capital Cost of Money (DD Form 1861) | 1 |
| 5 | Cover Letter and Past Performance Questionnaire | 8 |
| 6 | Facility Capital Cost of Money Computation (Form CASB-CMF) | 1 |
| 7 | Quarterly Contractor Financial Management Report (NF 533Q) | 2 |
| 8 | Monthly Contractor Financial Management Report (NF 533M) | 2 |
| 9 | Core Requirements | 69 |
| 10 | Sample IDIQ Task Orders | 60 |

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (NOV 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xiii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvii) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

___ (A) Basic.

__ (B) Alternate I.

X (vii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR CLAUSE # | TITLE | DATE | CHANGE |
|--------------|-------|-------|--------|
| _____ | _____ | _____ | _____ |

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

(END OF PROVISION)

K.2 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

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

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see [52.204-7](#)).

(END OF PROVISION)

K.4 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

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

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

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

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

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

(END OF PROVISION)

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that—

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

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

K.6 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (FAR 52.225-20) (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

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

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

K.7 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that—

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

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

(END OF PROVISION)

K.8 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION. (FAR 52.225-25) (NOV 2011)

Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (Nov 2011)

(a) *Definitions.*

“Person”—

(1) Means—

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

“Sensitive technology”—

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

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

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

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

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with [25.703-4](#), by submission of its offer, the offeror—

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

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(END OF PROVISION)

K.9 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

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

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

[] (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[] (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

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

(END OF PROVISION)

**K.10 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1)
(MAY 2012)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[] (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(END OF PROVISION)

K.11 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

K.12 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (NFS 1852.209-73) (DEVIATION FEB 2012)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(END OF PROVISION)

K.13 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (NFS 1852-209.74) (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror’s proposal shall include a signed written certification as follows –

(c) To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(END OF PROVISION)

Class Deviation – Prohibition against Contracting with Corporations that have an Unpaid Delinquent Tax Liability or a Felony Conviction under Federal Law.

K.14 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (NFS 1852.209-75) (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is is not a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is is not a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(END OF PROVISION)

K.15 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (NFS 1852.225-72) (FEB 2012)

(a) **Definition:** - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) **Public Laws 112-10, Section 1340(a) and 112-55, Section 536.** These laws restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) **Representation.** By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its 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):

FAR website: <https://www.acquisition.gov/far/index.html>

NFS website: <https://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| PROVISION NO | DATE | TITLE |
|--------------|----------|---|
| 52.204-6 | APR 2008 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER |
| 52.211-14 | APR 2008 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (<i>Insert "DO-C9 rated order" in blank</i>) |
| 52.215-1 | JAN 2004 | INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION |
| 52.215-16 | JUN 2003 | FACILITIES CAPITAL COST OF MONEY PENSIONS |
| 52.215-22 | OCT 2009 | LIMITATIONS ON PASS-THROUGH CHARGES |
| 52.222-24 | FEB 1999 | PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION |
| 52.222-46 | FEB 1993 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES |
| 52.237-1 | APR 1984 | SITE VISIT |

NASA FAR FAR SUPPLEMENT (48 CFR CHAPTER 18)

| PROVISION NO | DATE | TITLE |
|--------------|----------|---|
| 1852.223-73 | NOV 2004 | SAFETY AND HEALTH PLAN |
| 1852.227-71 | APR 1984 | REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS |
| 1852.227-84 | DEC 1989 | PATENT RIGHTS CLAUSES |
| 1852.228-80 | SEP 2000 | INSURANCE – IMMUNITY FROM TORT LIABILITY |

| PROVISION NO | DATE | TITLE |
|--------------|----------|--|
| 1852.231-71 | MAR 1994 | DETERMINATION OF COMPENSATION REASONABLENESS |
| 1852.233-70 | OCT 2002 | PROTESTS TO NASA |
| 1852.245-80 | JAN 2011 | GOVERNMENT PROPERTY MANAGEMENT INFORMATION |
| 1852.245-81 | JAN 2011 | LIST OF AVAILABLE GOVERNMENT PROPERTY |

(END OF PROVISION)

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

The Government contemplates award of a single Cost-Plus-Fixed-Fee (CPFF) contract with Core and IDIQ Contract Line Items resulting from this solicitation.

(END OF PROVISION)

L.3 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (FAR 52.215-20) (OCT 2010) (ALT IV) (OCT 2010)

- (a) Submission of certified cost or pricing data is not required.
 (b) Provide information described below: The Offeror shall complete the Price Template Workbook provided at J.1(b) Attachment 3).

(END OF PROVISION)

L.4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

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

NASA Ames Research Center
 Jeannette Albiez Mail Stop 241-1
 Building N241, Room 233
 P.O. Box 1
 Moffett Field, CA 94035-0001

- (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.5 PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

(a) A pre-proposal/pre-bid conference was held as indicated below:

(1) Date/Time: Thursday, November 8, 2012 8:00 am – 11:00 am

(i) Location: Building 152 Room 171, Moffett Field, CA

(b) Attendance at the pre-proposal/pre-bid conference was recommended; however, attendance was neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

L.6 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals through a combination of PowerPoint charts submitted for oral presentations and in three written volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

| Proposal Component | Required Copies to NASA-ARC Addressed per SF33, Block 9 | | |
|-------------------------------------|---|------------|------------|
| | Original | Additional | Electronic |
| Cover Letter | 1 | 7 | 2 |
| Vol 1, Mission Suitability Proposal | 1 | 7 | 2 |
| Oral Subfactors (PowerPoint slides) | | | |
| Technical Approach | | | |
| Management Approach | | | |
| Key Personnel/Staffing | 1 | 7 | 2 |
| Written Subfactors | | | |
| Technical Case Studies | 1 | 7 | 2 |
| Vol. II, Past Performance Proposal | 1 | 7 | 2 |
| Vol. III, Cost Proposal | 1 | 7 | 3 |

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:

- i. The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- ii. If applicable, include a complete description, and documentation, of any proposed teaming or other business arrangements. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties.
- iii. A statement that the proposal is firm for a period of not fewer than 180 days.
- iv. A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- v. For the Oral Presentation: provide a written list of names of the presenters, position titles, name of firm, and confirmation that all presenters are U.S. Citizens or Permanent Residents.
- vi. A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- vii. A completed response to Section B, Clause B.2, "Supplies/Services to be Provided for Total Phase-In Costs (CLIN 01) and CORE requirement (CLINS 02A, 02B, 03A, 03B, 04A, 04B, 05A, 05B, 06A and 06B)".
- viii. A completed response to Section G.3(c)(1), "Submission of Voucher for Payment, NFS clause 1852.216-87.
- ix. A completed response to Section H.3," Key Personnel and Facilities" NFS clause 1852.235-71.
- x. A completed response to Section I.1 "Notice of Price Evaluation Preference for HUBZone Small Business Concerns" FAR Clause 52.219-4, and "Rights to Proposal Data (Technical)", FAR clause 52.227-23.
- xi. A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".
- xii. A listing of the status of the most recent reviews of the Offeror's management system(s) (e.g., purchasing, accounting, property, estimating). Your listing must clearly identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The Offeror shall provide copies of the approvals.

(3) The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment 3 are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

(4) All proposal volumes shall be submitted in accordance with the instructions and to the address specified in Block 9 of the SF33 NO LATER THAN the date and time prescribed in Block 9 of the SF33.

(5) The oral presentation slides and pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.8, "Proposal Page Limitations."

(6) Two (2) electronic copies of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data. The electronic copies of the Cost Template Workbook in Section J.1(b), Attachment 3, are required to be saved and submitted in Excel (.xls) format, not as a PDF.

(7) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."

(8) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data" and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information".

(9) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors-Competitive".

(c) Mission Suitability (Volume I). Both technical and management information shall be included in the Mission Suitability Proposal. No cost/price data shall be included except for a schedule of wages, salaries and benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Board (SEB) is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I. The proposal must specifically address each listed evaluation subfactor.

(d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(e) Cost Proposal (Volume III). Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, "Type of Contract".

L.7 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

(a) Offerors must submit their oral presentation materials together with their proposal. Offerors may not change their presentation after this submission. The Government will furnish the presentation materials (in their originally sealed package) to the Offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION." Animation of any type may not be used in the Offeror's slides.

(b) Oral Presentation Media: Offerors shall provide their presentation in Microsoft PowerPoint. The Government will provide the computer, software, projector, and screen to support the presentation of the PowerPoint file(s). Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 14 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) The Offeror shall have the proposed Program Manager and up to 4 of the Offeror's Key Personnel present the oral presentation (**limit five (5) presenters**). Only members of the Offeror's and the proposed subcontractor's in-house staff shall participate in the presentation. The only exception is that any individuals who are proposed to perform on the contract, but who are not currently employed by the Offeror/subcontractor, may participate in the presentation. Additional attendees beyond the presenters are not allowed. The Offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall be limited to 15 minutes which will not count against the time limits for presentation. Requests for changes, substitutions, or additions to the proposed presenters are not allowed.

(d) Within ten (10) business days after the closing date of the RFP, each Offeror will be notified of the date, time, and place for its oral presentation. The date of the oral presentation will be at least 10 days following notification. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government's discretion).

(e) The Government will randomly assign a date for the oral presentation to each Offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the Offerors scheduled to present will be established. After

assigning the sequence of presentations, the Offeror will be notified of the scheduled time and place for the Oral Presentation. The right to reschedule any Offeror's presentation is at the discretion of the Contracting Officer.

(f) The oral presentations will be recorded by the Government. The Government will provide its own recording equipment. One copy of the recording will be provided to the Offeror upon request.

(g) The length of the oral presentations shall be no more than 120 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against the time limit. The oral presentations shall specifically address each listed Section L evaluation subfactor.

| Description | Time Limit (minutes) |
|--------------------------|-------------------------------------|
| Introduction/Preparation | 15 |
| Presentation | 60 |
| Break | 15 |
| Presentation | 60 |
| Break | 60 |
| Proposal Clarification | 5 minutes maximum per clarification |

(h) The oral presentation will be in the form of a briefing of the factors and subfactors identified in Section L, paragraph L.9, Proposal Preparation–Specific Instructions. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(i) The Offeror shall not provide any additional written material during the presentation and clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(j) Proposal Clarification - During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the Offeror will be limited to only 5 minutes for each clarification. Time for clarifications will not be counted against the Offeror's 120 minute presentation time limit.

(k) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The Offerors will not be informed of their strengths, deficiencies, or weaknesses during the presentation or clarification period.

(l) Slides are considered as part of the Mission Suitability proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and cover all of the areas subject to their oral presentation.

(END OF PROVISION)

L.8 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

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

ORAL PRESENTATION

| Proposal Component | Page Limit/Slide Limit ¹ |
|--|---|
| A. Vol. I, Mission Suitability Proposal | Total Slides for Oral Presentation – 60 |
| 1. Technical Approach | |
| (a) Technical Understanding | Included in Slide Limit above |
| 2. Key Personnel/Staffing | |
| (a) Key Personnel | Included in Slide Limit above (with exception of written Commitment letters, Resumes and Position Descriptions) |
| (b) Staffing, Recruitment, Retention, and Training | Included in Slide Limit above |
| 3. Management Approach | |
| (a) Organizational Structure and Approach | Included in Slide Limit above |
| (b) Response to Case Study 4 | Included in Slide Limit above |

WRITTEN REQUIREMENT

| Proposal Component | Page Limit |
|---|--|
| Cover Letter | No Limit |
| A. Vol. I, Mission Suitability Proposal | Total Pages for Written Submission 30 ¹ |
| 1. Technical Approach | |
| Response to Case Studies 1-3 | Included in Page Limit Above |
| 2. Staffing/Key Personnel | |
| Key Personnel | Commitment letters – One page per individual Resumes and Position Descriptions combined – Three pages per individual These do not count in page limits above |
| Total Compensation Plan | No Limit |
| 3. Management Approach | |
| Phase in/Phase Out Plan | Included in Page Limit Above |
| Organizational Conflicts of Interest Avoidance Plan | No Limit |
| | |
| 4. Small Business Plan | |
| Small Business Subcontracting | 25 pages |
| Commitment to Small Business | 5 pages |
| B. Vol. II, Past Performance Proposal | 30 ² pages |
| C. Vol. III, Cost/Price Proposal | No Limit |

¹This limit does not apply to Total Compensation Plan, Commitment Letters, Resumes and Position Descriptions, or Organizational Conflicts of Interest Avoidance Plan

²This limit does not apply to Past Performance questionnaire responses

(b)The proposal page limitation, including page limits on slides, does not apply to the following: title pages; tables of contents; the cross-referencing matrix; and the cost/price proposal. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's limitation.

(c) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 8 point.

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

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(END OF PROVISION)

L.9 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Cost/Price

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. (See the weighting for the factors and subfactors in Section M.3.)

(a) Mission Suitability Factor (Volume I). The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(1) The evaluation will be based on the information presented in the oral presentation and written proposal. The proposal must specifically address each listed evaluation subfactor.

(2) Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores, if appropriate. This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following subfactors:

| Para | Subfactor Title | Elements | Format |
|------|------------------------|---|---------|
| A | Technical Approach | 1. Technical Understanding | Oral |
| | | 2. Case Study 1 | Written |
| | | 3. Case Study 2 | Written |
| | | 4. Case Study 3 | Written |
| B | Staffing/Key Personnel | 1. Key Personnel | Oral |
| | | 2. Staffing, Recruitment, Retention, and Training | Oral |
| | | 3. Total Compensation Plan | Written |

| Para | Subfactor Title | Elements | Format |
|------|----------------------------|---|---------|
| C | Management Approach | 1. Organizational Structure/Partnering Approach | Oral |
| | | 2. Case Study 4 | Oral |
| | | 3. Phase-In/Phase Out Plan | Written |
| | | 4. Organizational Conflicts of Interest Plan | Written |
| D | Small Business Utilization | 1. Small Business Subcontracting | Written |
| | | 2. Commitment to Small Business | Written |

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

A. Technical Approach (Subfactor)

1. Technical Understanding – (Oral)

The Offeror's proposal shall demonstrate its understanding of the requirements of the Statement of Work (SOW) including:

- a) Address how the broad spectrum of support requirements of the SOW (Sections 4.2.1 through 4.2.13) will be managed in a coherent, integrated manner that will meet each of the requirements defined in the SOW, avoid unnecessary duplication of effort, leverage capabilities and expertise across tasks, and deal with workload surges.
- b) Describe the approach to staying abreast of innovative technologies and adopting them where appropriate.
- c) Identify risk areas and recommend approaches to minimize the probability and impact of those risks.

2. Case Study 1 – International Space Station (ISS) Payload Development (Written)

NASA Ames plans to fly two bioscience payloads consisting of microbial experiments and a 20 mice pharmacological experiment on the International Space Station (ISS) for 30 days each. Ames has sole responsibility for the microbial experiment, from prelaunch processing to post flight recovery. For the commercial pharmacological experiment, Ames has primary responsibility for preparation and refurbishment of the hardware.

Offeror Approach: The Offeror shall describe its approach, including if applicable its strategies, innovations, resource synergies, priorities, policies and procedures to demonstrate a clear technical understanding of the following:

- a) Approach and capabilities to obtain the unique expertise necessary to decompose customer requirements into design specifications and manage instrument or biological hardware/software development to the standards required for deployment on the ISS;

this includes the development of appropriate verification methods and procedures to ensure that the end products will meet the customer requirements and will operate successfully during all mission phases including recovery.

- b) Approach to understanding and analyzing novel experiment and investigator requirements for implementation aboard the ISS and how those analyses lead to the development and validation of a set of requirements that assure the quality of the science return of the investigation through all mission payloads.
- c) Approach to address unique issues of biocompatibility, ethical treatment of animals, pre-launch experiment management, on-orbit operations, and post-flight recovery of samples.
- d) Approach to performing concept and design trade studies, including any decision analysis techniques and/or tools utilized and how they ensure complete assessment of options and impacts.
- e) Approach and capabilities in current state of the industry design techniques and practices, and its understanding of NASA's design standards and requirements for the ISS.
- f) Approach to fabrication, assembly, test integration, and delivery for both prototypes and operational end products, including parts, components, assemblies, subsystems, and systems. The discussion shall include its approach to make or buy assessments, surge capability, and quality assurance.
- g) Approach to maintaining the knowledge and capabilities required to perform and support sustaining engineering on the equipment and systems that they developed and turned over to operations.
- h) Approach to multiple interfaces, i.e., the NASA Centers, NASA Headquarters, National Lab, the Center for the Advancement of Science in Space (CASIS), and commercial companies/providers.
- i) Approach to post flight procedures archives.

3. Case Study 2 – Virtual Presence (Written)

An Ames research team will conduct a drilling experiment in the Canadian Arctic in the summer of 2013; conditions at the site resemble sites of astrobiological interest on Mars. The research team needs to present a real time “virtual field trip” of their work and conduct Q&A at a virtual meeting of astrobiologists located in universities and agencies in the U.S., Europe, Australia, and Latin America. The team will also need to supply remotely sensed raw data for near real time analysis to astrobiologists at these distant sites.

Offeror Approach: The Offeror shall describe its approach and expertise in collaborative technologies and the social aspects of multidisciplinary collaboration and tools across distance necessary to create an effective scientific collaboration between members at remote sites, including field expeditions, with other scientists in laboratories throughout the world. In particular:

- a) Describe how it will handle, manipulate, and store large amounts of data in digital form, including real-time data streaming from the sensor(s); in particular, the offer shall specify how data and imagery will be captured, stored, processed, and made available to all the entities who are participating in the study.
- b) Describe how it will research, recommend, build, and support systems for scientific visualization and analysis, how it will work with virtual institute teams to bring scientific datasets into this system, and deploy these systems at virtual institute team field and laboratory sites as necessary.
- c) Describe how it will make distinctions between the conduct of science (which requires protection of intellectual property and confidentiality) and communication of science once results are obtained.
- d) Assess and address any seasonal risks and impacts on virtual communications.
- e) Describe its strategy to assess the state of the art in collaborative tools and advise NASA on new tools, technologies, methods, and partnerships that may be of benefit to the virtual institutes.
- f) Describe how it will provide outreach, training and technical support for science teams on their use of collaborative tools. This discussion shall include how the Offeror will encourage the adoption of collaborative tools by science teams, including identification of barriers to collaborative tool adoption and ways to overcome barriers.
- g) Describe how it will:
 - i. Provide technical support in the management of a virtual institute's databases and websites, including design and development, maintenance, upgrades, and security controls;
 - ii. Provide operational support for virtual institute systems, including servers, system support, security, software/hardware assessments, and general support;
 - iii. Maintain IT security of virtual institute systems, including maintenance of the NASA Virtual Institutes IT security plan;
 - iv. Design, implement and monitor a back-up server for hosting real-time meetings; and
 - v. Make improvements and upgrades as necessary.
- h) Describe how it will:
 - i. Lead the virtual institute Information Technologies Working Group (ITWG) to investigate, test and implement current and emerging technologies in areas of communication, collaboration and data sharing;
 - ii. Identify early adopters and technical evangelists at each team's site and help them to educate and facilitate collaboration within their team and between members of other teams;

- iii. Engage with the community to understand technical and communication needs
- iv. Use this knowledge to improve collaboration and research throughout the virtual institutes.

4. Case Study 3 – Education and Public Outreach (EPO) (Written)

NASA Ames plans to fly a bioscience payload that includes mice and quail eggs (that will hatch in flight) on the ISS.

ISS flights have the potential to raise public awareness while generating public excitement and engagement. The flight of biological payloads can be a double-edged sword from an EPO perspective, however. Such payloads can have a strong education component and offer true learning opportunities in the critical science, technology, engineering and math (STEM) fields. Biological payloads also pose public affairs challenges resulting from the negative attention they can generate in some public circles.

Offeror Approach:

- a) Provide a sample web page that addresses the Case Study and requirements of this task.
- b) Describe its approach to raise public awareness of, or interest in the experiment described in the Case Study and develop an appreciation for and exposure to science, technology, research, and exploration. This discussion shall include the Offeror's approach to public relations, coordinating and creating public information materials such as brochures, flyers, educational materials and videos, and using social media.
- c) Provide an in-depth discussion of its plan for handling public affairs issues, both positive and negative, including a) provision of a strategy and plan A/plan B approach to addressing unforeseen contingencies and outcomes, and b) description of an approach to coordinating appropriate responses across all relevant parties.
- d) Describe how it will support the coordination and integration of EPO activities for the experiment described in the Case Study, addressing teaching and learning at the graduate, undergraduate, secondary, and elementary levels, and informal education.
- e) Describe how it will assure that Ames EPO activities are consistent with the requirements of NASA's Office of Education and Office of Public Affairs.
- f) Describe its approach to target and train researchers to encourage, facilitate, and/or improve their skills for participation in EPO activities.
- g) Describe how it will support the integration and coordination of EPO activities between functional elements described in the SOW; support the science and technical communities interested in EPO; support the education communities interested in EPO content; and provide electronic communication and collaboration.
- h) Propose metrics that could be used to evaluate or measure its progress in student and instructor exposure to, interest in, and awareness of STEM fields.

B. Staffing/Key Personnel (Subfactor)**1. Key Personnel (Oral Presentation)**

The Offeror shall describe its approach and rationale for key personnel and address the following:

- a) Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- b) Rationale for each position designated as key.
- c) Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- d) Letters of commitment and resumes for key management and technical personnel of the prime contractor and any proposed subcontractors will be evaluated to determine reasonableness and effectiveness.
- e) Individuals assigned to these key positions and percentage of their time allocated to this contract.
- f) Staffing approach for key personnel during absences due to vacation, illness, etc.
- g) Procedures for replacing key personnel.

2. Staffing, Recruitment, Retention and Training (Oral Presentation):

The Offeror shall describe its staffing, recruitment, retention and training approach and rationale, as they relate to the SOW. Include the following elements:

- a) Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW, Contract Management, Technical Core Elements, and IDIQ task orders. Include the assignments and the skills required for other-than-key personnel and the plan for incumbent skill retention.
- b) Provide recruitment plans, methods, and employee retention plans.
- c) Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- d) Provide process for dealing with underperforming employees.
- e) Describe process for hiring and retaining uniquely qualified individuals, including senior engineers and foreign nationals with various immigration statuses (H1, J1, green card, etc.). Provide process for compliance with export control regulations regarding foreign nationals.

3. Total Compensation Plan (Written):

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. as defined by FAR 22.1102 and 29 CFR 541.

C. Management Approach (Subfactor)

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach (Oral Presentation)

- a) The Offeror shall describe its organizational structure and partnering approach, including rationale for the following:
 - i. How the Offeror's organizational structure provides clear internal and external lines of authority. If multiple organizations, including subcontractors, are proposed, explanation of the relationships among the organizations during the effort and identification of authorities, responsibilities, and integration of proposed contributions to the work
 - ii. Authority and responsibility vested in site and technical task managers: identify access to corporate or company resources to support the contract through all phases and identify the span of autonomy to make management decisions independent of corporate permission or concurrence.
 - iii. A plan to ensure that the Government has adequate insight into the risks and the mitigations associated with the Offeror's ability to accomplish all management requirements, core elements, and task orders.
 - iv. Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, increases and decreases of workforce to accommodate contract requirements, and problem resolution techniques, including innovative and efficient ways of leveraging resources to ensure that all needs are met.
 - v. Process(es) to develop and to manage the execution of multiple core elements, task orders, changing tasks, task priorities, milestones, and resources, in a timely, efficient, and cost effective manner.
 - vi. Process(es) for initiating new subcontracts and vendor agreements, managing

- small vendors as well as large and with one time requirements and long-term relationships.
- vii. Process(es) for managing disclosure and evaluation of new technology, licensing and technology transfer.
 - viii. Process(es) for providing property management to ensure accountability for all Government furnished equipment (GFE) for annual inventory surveys.
 - ix. Process(es) for coordinating travel, as needed, to support the specific needs of the core elements and task orders, following the policies and procedures of Ames Research Center, NASA, and the Government.
 - x. Process(es) to develop and infuse best practices and industry standards into the contract work.
 - xi. Process(es) for providing services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. Address the technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support. Indicate typical time required to provide unique skills or resources from either internal or external sources.
 - xii. Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
 - xiii. Plan to minimize management overhead.

2. Case Study 4 – Surge Capabilities (Oral Presentation)

Ames has won the opportunity to fly 9 new biosciences payloads. Two will fly on ISS (quail eggs that will hatch in flight and a plant experiment), one on a commercial vehicle (rats), two on cubesats (microbial experiments), two on a Russian unmanned vehicle (mice and fish), and 2 suborbital test flights of hardware to support nematodes. All of them will be flown within a 6 month period; the first is scheduled for flight in 9 months, and the rest at approximately 6-week intervals thereafter. Ames currently has a small mission team including the principal investigators and project manager, but currently lacks the larger team that will be needed to carry out this major project. In all cases, flight hardware exists but needs to be modified.

Offeror needs to provide support for hardware modification, verification, and integration, as well as pre-launch experiment preparation, support for on-orbit mission operations, and post-flight recovery. Issues require both a scientific understanding of the experiment goals and specimen handling requirements, coupled with understanding of the unique accommodations and constraints of each platform. The goal is to ensure the maximum science yield from each investigation within fairly rigid cost constraints. In addition, the experiments must be available as specified in the manifest, however, launches can slip and flexibility is important.

Once this mission set is completed, the next flights are not anticipated for a year.

- a) The Offeror shall describe how it will approach supporting a significant increase in flight opportunities in the biosciences area as described in Case Study 4, involving a fast startup and deliverables with near term deadlines.
- b) The Offeror shall address the following areas:
 - i. Skill Mix & Staffing Approach, including Science Support, Laboratories & Developmental Shops, Operations, Baseline Services, Engineering Development, Flight Systems Engineering.
 - ii. List all assumptions made (including rationale for assumptions) as the sample task order may not contain all the information needed to plan for a successful mission.
 - iii. Identify the top 3-5 constraints and/or risks to achieving success, and explain their importance.
 - iv. Considering the complexity of the task, develop a staffing plan to support this task from startup to postflight.

3. Phase-in/Phase Out Plan (Written):

The Offeror shall describe its phase-in plan for the following:

- a) Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- b) Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- c) Estimate of, and supporting rationale for, the number of existing contractor employees expected to be hired.
- d) The impact of the Offeror's policy for continuing and/or replacing the benefits of the existing contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

4. Organizational Conflicts of Interest Avoidance Plan (Written):

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that, all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with ARC 52.227-93 Management and Protection of Data and ARC 52.227-96, Handling of Data, as well as all the requirements identified in Section H, paragraph H.15 "Organizational Conflicts of Interest and Limitation on Future Contracting" and Section I, paragraph I.1 (NFS 1852.237-72, "Access to Sensitive Information" relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements. The Plan also shall address and provide a methodology to resolve fully all potential issues of impaired objectivity.

D. Small Business Utilization (Subfactor)

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

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

1. Small Business Subcontracting (Written)

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

- a) This solicitation contains FAR Clause 52.219-9, “Small Business Subcontracting Plan” and its Alternate II. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.

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

| | |
|--|--------|
| Small Businesses (SB) | 30.00% |
| Small Disadvantaged Business (SDB) Concerns | 5.00% |
| Women Owned Small Business (WOSB) Concerns | 10.00% |
| Veteran Owned Small Business (VOSB) Concerns | 5.00% |
| Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns | 4.00% |
| HUBZone Small Business Concerns (HBZ) | 1.00% |
| Historically Black Colleges and Universities/Minority Institutions (HBCU/MI) | 0.50% |

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

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

- e) The Plan submitted with the proposal shall be incorporated in Section J as J.1(a) Attachment 8 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

- f) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a)(1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.
- g) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR Clause 52.219-9, Alternate II, Offerors shall complete Table L.D1-1, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the sample exhibit below to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Subcontracting Goals as expressed in both Contract Value and subcontract value for a contract proposed at \$100M and estimated subcontracts of \$50M:

Table L.D1-1, SMALL BUSINESS SUBCONTRACTING PLAN GOALS

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

The following small business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.

| Subcategories of Small Business Concerns | | | |
|--|-------------|-------------|------------|
| Women Owned Small Business Concerns | 9 percent | \$9,000,000 | 18 percent |
| Small Disadvantaged Business Concerns | 5.5 percent | \$5,500,000 | 11 percent |
| Veteran Owned Small Business Concerns | 2.5 percent | \$2,500,000 | 5 percent |
| Service-Disabled Veteran-Owned Small Business Concerns | 1.5 percent | \$1,500,000 | 3 percent |
| HUBZone Small Business Concerns | 1.5 percent | \$1,500,000 | 3 percent |
| Historically Black Colleges and Universities/Minority Institutions | 1.5 percent | \$1,500,000 | 3 percent |

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

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

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

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

2. Commitment to the Small Business Program (Written)

- a) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.
- b) The Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- c) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(b) Past Performance Factor (Volume II)

The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its major subcontractors, specifically in the areas of technical performance, contract management, and corporate management responsiveness. For purposes of this solicitation, "major subcontractors", is defined as subcontracting dollars of \$500,000 or more for any single year or \$1,000,000 or more covering a performance period of three (3) years. "Offeror" and "major subcontractor", for purposes of this solicitation includes predecessor companies. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

As a minimum, the Past Performance Proposal shall include the following:

(1) **A list of not more than four (4) relevant contracts (government and/or industry contracts), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for the major subcontractor, completed in the past three (3) years, or currently on-going, involving types of related effort.** These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government may be included.

(2) For each cost-type contract identified in paragraph (1) above, specify the amounts of and explain the reason for cost under-runs or over-runs, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated.

(3) For each of the contracts identified in paragraph (1) above, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.

(4) For each of the contracts identified in paragraph (1) above, explain any schedule slips.

(5) Specific information is required from the Offeror and proposed major subcontractors, past and active customers as identified in subparagraph (7) A. below.

(6) The Government reserves the right to require additional past performance information from predecessor companies, key personnel who have relevant experience, from other subcontractors that may be deemed critical by the Government and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be obtained through the NASA Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(7) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information.

A. Information Provided by Offerors and Major Subcontractors.

Information regarding relevant technical performance, contract management, and other information shall be supplied by the Offeror and major subcontractors for the reference

contracts that are identified in the paragraphs above (see (b)(1)). The Offeror shall provide the other information described below.

- 1. Relevant Technical Performance.** The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

Describe previous experience with contracts of similar scope and complexity to the work being contemplated under this RFP. Include rationale for determining that the previous experience is relevant to this procurement. Show specifically:

- a) Experience with space life sciences and space flight hardware
 - b) Partnership experience with academia, industry and other government agencies
 - c) Experience with Science Technology Engineering and Math (STEM) Education and Public Outreach (EPO)
 - d) Experience with global virtual communications
 - e) Compliance with program and project management processes (e.g., NASA Procedural Directives) including technical and schedule requirements, and experience with tailoring these processes for innovative missions.
 - f) Contractor flexibility and effectiveness in dealing with changes to technical requirements
 - g) Innovation and resource-efficient solutions to satisfy requirements
 - h) Problems encountered and their resolutions
 - i) Approach to dealing with short-term, high demand requirements
- 2. Contract Management.** The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:
 - a) Ability to manage both small and large tasks as well as the simultaneous management of a large number of varied tasks
 - b) Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives
 - c) Qualifications, effectiveness, and authority of on-site contract management
 - d) Proactiveness and cooperativeness in resolving issues
 - e) Past Performance of Subcontract management, including meeting subcontract goals.
 - f) Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
 - g) Efficiency and effectiveness of approach used to attract and retain employees

- h) Effectiveness of any Corporate Management Involvement in the operation of the contract.
- i) Management of Phase-In period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.
- j) Employee safety record

3. Other Information. For all relevant contracts identified in (b)(1) above, and for all NASA contracts completed within the last three years or active for at least one year, the Offeror and major subcontractors shall:

- a) Describe any serious performance problems, termination for default, and any regulatory or safety violations resulting from contractor performance.
- b) Explain any schedule slips and steps taken to mitigate the impact of the slips.
- c) Discuss any problems encountered and the resolutions to those problems
- d) Provide examples of innovative methods implemented that resulted in cost savings to the customer.
- e) Discuss any overruns in direct or indirect overhead rates and their impact on overall performance
- f) Discuss any schedule slips and steps taken to mitigate the impact of the slips

B. Past Performance Questionnaires. The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. **Each Offeror shall ensure that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. Late Questionnaires will not be accepted.** If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J.1(b) Attachment 5 for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send Past Performance Questionnaires to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than four (4) relevant contracts (government and/or industry contracts), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for the major subcontractor, completed in the past three (3) years, or currently on-going, involving types of related effort. All Past Performance

Questionnaires shall be drawn from Section L.10,(b) "Past Performance Factor" (Volume II) (1) list above.

- 3. Twenty (20) days prior to the proposal due date**, each Offeror shall provide the NASA Ames Research Center Contracting Officer a list of contracts from whom the Offeror's team (Offeror and any proposed major subcontractor/s) have requested past performance information and shall send that list via email to Jeannette.Albiez@nasa.gov

(c) Cost Proposal (Volume III)

1. INTRODUCTION

Offerors' cost/price proposals shall consist of estimated costs and proposed fee for the Core Requirements listed at J.1(a) Attachment 10 of this solicitation. Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror.

The Government assumes that adequate cost/price competition will exist thereby negating the need for the certification of cost and pricing data with this proposal submission (See FAR 15.403-1).

To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- a) Explain in detail all pricing and estimating techniques;
- b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify these estimating tools;
- c) Comply with FAR Clause 52.222-41, Service Contract Act and FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees
- d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) requirements;
- e) Include a narrative portion that explains all judgmental elements of cost/price projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- f) Include all templates required in this RFP.

The Offeror's cost proposal shall be submitted in one volume labeled "Volume III Cost Proposal".

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information.

Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

For cost purposes, Major Subcontractors are defined as those subcontractors providing a total contract value of \$1,000,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Cost Proposal, for any major subcontract that has a potential estimated total value in excess of \$1,000,000 for the five year inclusive effort, a Volume III, Cost Proposal must be provided following the subsequently specified format.

Cost proposals shall be submitted using Government provided cost templates described below. The templates are included as J.1(b) Attachment 3, "Cost Template Workbook."

Prospective subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%.

2. EXCEL COSTING MODEL (ECM) FILE

Format: In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1: Proposal Cover Sheet (J.1(b) Attachment 2, not in workbook)
- Exhibit 2: Summary of Proposed Cost and Fixed Fee, Prime
- Exhibit 3: Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors
- Exhibit 4: Summary of Elements of Cost –Core Contract Management
- Exhibit 5: Summary of Elements of Cost – Core Technical Elements
- Exhibit 6: Summary of Proposed Direct Labor Rates
- Exhibit 7: Summary of Key Personnel Labor Rates
- Exhibit 8: Direct Labor Cost Summary –Core Contract Management
- Exhibit 9: Direct Labor Cost Summary – Core Technical Elements
- Exhibit 10: Summary of Indirect Cost Rates
- Exhibit 11: Overhead and/or Fringe Benefits
- Exhibit 12: General and Administrative Expense (G&A)
- Exhibit 13: Minor Subcontractor Template
- Exhibit 14: Fringe Benefits Analysis of Compensation Package
- Exhibit 15: Personnel and Fringe Benefits Policies

Exhibit 16: Incumbency Assumptions
Exhibit 17: Phase-In Template
Exhibit 18: Schedule of Subcontracts

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: The ECM shall not be locked/protected or secured by passwords.

3. COST PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost/price proposal. In addition to the hardcopy requirements of the preceding section, each prime and subcontractor is required to submit its ECM and any other electronic cost data, including formulas, on CD(s).

Exhibit 1, Proposal Cover Sheet: A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 2, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) office, and, in the reference columns, the pricing information submitted.

Exhibit 2, Summary of Proposed Cost and Fixed Fee, Prime: This exhibit includes the total cost, total proposed fixed fee, total cost plus fee, and a grand total broken out by Phase-in period, individual contract years, total excluding Phase-in period, and grand total. .

Exhibit 3, Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors: This exhibit is similar to Exhibit 2, except that subcontractors of \$1,000,000 or more are broken out from the Prime Offeror's costs.

Exhibit 4, Summary of Elements of Costs –Core Contract Management: This exhibit summarizes the elements of cost (excluding fee) by contract year for each period of performance of the contract (base and options) for the contract management. Details of the various elements of cost are to be shown in the exhibit.

Exhibit 5, Summary of Elements of Cost – Core Technical Elements: This exhibit summarizes the elements of cost (excluding fee) by contract year for each period of performance of the contract (base and options) for the core technical elements. Details of the various elements of cost are to be shown in the exhibit. For purposes of proposal submissions, Offerors shall use the values in the following chart of Other Direct Costs (ODCs) which is intended to cover such items as materials, supplies, equipment, travel and training.

These amounts represent the Government’s current best estimate of contract requirements.

| Description | Year 1 (10 months) | Year 2 | Year 3 | Year 4 | Year 5 | Total Estimated Cost |
|-------------|-----------------------|-------------|-------------|-------------|-------------|----------------------------|
| Total ODC | \$1,295,417 | \$1,554,500 | \$1,554,500 | \$1,554,500 | \$1,554,500 | \$7,513,417 |

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror’s normal accounting practice to do so, include these costs in the base used to compute the G&A or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for pricing. Provide sufficient detail to explain how the proposed amounts are derived.

Exhibit 6, Summary of Proposed Direct Labor Rates: This exhibit summarizes the Offeror’s proposed direct labor rates for both the Core Contract Management and Core Technical Elements.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the Core Technical Elements to the SLCs using the guidelines provided (see J.1 (b) Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories.

For the Core Contract Management, it is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet FILMSS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

In the “LABOR CATEGORY – Offeror’s” column, list all labor classifications included in the proposal, by titles from the Offeror’s estimating system. Each of the Offeror’s labor categories shall be mapped to the Government Standard Labor Category.

The “WYE” Column shall include all proposed WYE per SLC. The “Base Period Proposed Labor Rate” is the Offeror’s proposed composite labor rate starting in Contract Year 1.

The Offeror’s proposed escalation rates for direct labor for Years 2 through 5 are to be shown in the row titled “Proposed Escalation Percentage (%)” in the columns for proposed direct labor rates in the yellow highlighted cells.

The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates proposed if different from the Government Rate of Change.

| Calendar Year | Rate of Change |
|---------------|----------------|
| 2013 | 2.3% |
| 2014 | 2.7% |
| 2015 | 3.1% |

| | |
|------|------|
| 2016 | 3.2% |
| 2017 | 3.1% |
| 2018 | 2.9% |
| 2019 | 2.7% |

A “Source” column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (actual, salary survey, wage determination, collective bargaining agreement, etc.).

In the “Staffing” column, the Offeror is to indicate, the proposed source of staffing for each labor category (retained incumbent employees, current employees of the Offeror or new hire).

Exhibit 7, Summary of Key Personnel Labor Rates: This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

Exhibit 8, Direct Labor Cost Summary – Core Contract Management: This exhibit shows the direct labor cost for the Contract Management for each contract year with the labor rates from Exhibit 6 used to compute the cost.

It is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet FILMSS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 9, Direct Labor Cost Summary – Core Technical Elements: This exhibit shows the direct labor cost for the Core Technical Elements for each contract year with the labor rates from Exhibit 6 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit. The hours and WYE’s shown in the Exhibit encompass the total of all hours and WYE’s for both the Offeror and supporting subcontractors. (Combined hours and WYEs proposed by the Offeror and its subcontractors must equal the hours and WYEs shown in the Exhibit provided with this solicitation.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 10, Summary of Indirect Cost Rates: This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts admin.) must be shown separately. This exhibit summarizes the Offeror's fiscal year data from Exhibits 11 and 12. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-09), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Exhibit 11, Overhead and/or Fringe Benefits: This exhibit shows, by Offeror's fiscal year, each item of expense included in the Overhead or fringe benefits pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Exhibit 11 must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

If the Offeror has a negotiated Forward Pricing Rate Agreement with the cognizant Government agency, a copy of the signed agreement may be submitted in lieu of Exhibit 11.

Exhibit 12, General and Administrative Expense Schedule: This schedule shows, by Offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firmed (backlog) and prospective business, on this schedule. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the template that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

If the Offeror has a negotiated Forward Pricing Rate Agreement with the cognizant Government agency, a copy of the signed agreement may be submitted in lieu of Exhibit 12.

Exhibit 13, Minor Subcontractor Template: The minor subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those that subcontract that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template. Examples should be removed from the exhibit when the Offeror's proposal is submitted.

Exhibit 14, Fringe Benefits Analysis of Compensation Package Template: The Offeror must provide Fringe Benefits Analysis of Compensation Package templates for the prime and all proposed major subcontractors. Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, —Cost of Fringe Benefitll shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, — Percent of Direct Labor Costll shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

Exhibit 15, Personnel and Fringe Benefits Policies: This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated.

Exhibit 16, Incumbency Assumptions Template: This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefits purposes. The Offeror shall indicate in the space provided, the percentage of the incumbent workforce it expects to retain. Although FILMSS is not a follow-on contract, a significant amount of the work on the current Lockheed Martin Programs and Projects Contract, NAS2-02090 will migrate to FILMSS.

In the two sections of the template, the Offeror shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent labor rates, (2) Proposing to not pay current incumbent labor rates or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbents are making; however, the SEC wants to understand the Offeror's intentions regarding pay for these employees if retained. The Offeror will provide a narrative explanation

supporting or explaining the reason for selecting any of the options, particularly if option Other is selected. Explain how the Offeror's proposed salary structure will allow the Offeror to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled, "Seniority Right", the Offeror shall pick one of the three options: (1) Proposing to maintain seniority rights for fringe purposes, (2) Proposing to not maintain seniority rights for fringe purposes, or (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate the current incumbent's seniority levels; however, the SEC wants to understand the Offeror's intentions regarding seniority for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option Other is selected. Explain how not maintaining seniority rights for fringe benefit purposes will allow you to capture and maintain the proposed percentage of the incumbent workforce.

Exhibit 17, Phase-In Template: The Phase-In Template is required of the prime only and is designed to show the total cost plus fixed fee (include all subcontractor Phase-In costs and fee). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

Exhibit 18, Schedule of Subcontracts: This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$1,000,000 or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- A brief description of work to be subcontracted;
- Number of quotes solicited and received;
- Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- Subcontractor selected and basis for selection; and
- Cost or price analysis performed by the Offeror.

4. ACCOUNTING SYSTEM

The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

5. FACILITIES CAPITAL COST OF MONEY

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using DD 1861 and Forms CASB-CMF. (See Section J.1(b) Attachments 4 and 6) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee.

6. FIXED FEE

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the task. The proposed fixed fee rate will apply to all task orders and changes under the contract.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its 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 addresses:

FAR website: <http://acquisition.gov/far/index.html>
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| PROVISION NO. | DATE | TITLE |
|---------------|----------|-----------------------|
| 52.217-5 | JUL 1990 | EVALUATION OF OPTIONS |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| PROVISION NO. | DATE | TITLE |
|-----------------------------|------|-------|
| None included by reference. | | |

(END OF PROVISION)

M.2 EVALUATION APPROACH

General. The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III).

- (1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the Source Evaluation Board (SEB). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.
- (2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a cost/price and technical standpoint.
- (3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance.

Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

- (4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.
- (5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

A. Evaluation Factors. There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

- 1) **Mission Suitability Factor.** The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

| ADJECTIVAL RATING | DEFINITIONS | PERCENTILE RANGE (Subfactor 1) |
|-------------------|--|--------------------------------|
| Excellent | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists. | 91-100 |
| Very Good | A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist. | 71-90 |
| Good | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror's response. | 51-70 |
| Fair | A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths. | 31-50 |

| | | |
|------|---|------|
| Poor | A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct. | 0-30 |
|------|---|------|

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to efficiently fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approaches to accomplish the work will be an important consideration in the evaluation of this factor.

- 2) **Past Performance Factor.** This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

| | |
|-------------------------------|---|
| Very High Level of Confidence | The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; 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 with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with 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; fully responsive to contract requirements; 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. |
| 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; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, |

| | |
|------------------------------|---|
| | there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. |
| Very Low Level of Confidence | The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect 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 FAR 15.305(a) (2) (ii) and (iv)]. |

- 3) **Cost Factor.** This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the cost and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed cost. A cost realism analysis will be performed to assess the reasonableness of the proposed costs. It is not numerically scored.

(a) Mission Suitability Factor (Volume I).

The Offeror's proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a Mission Suitability weakness as well as require an adjustment for probable cost. This integration between Mission Suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

| Para | Subfactor Title | Elements | Format |
|------|----------------------------|---|---------|
| A | Technical Approach | 1. Technical Understanding | Oral |
| | | 2. Case Study 1 | Written |
| | | 3. Case Study 2 | Written |
| | | 4. Case Study 3 | Written |
| B | Staffing/Key Personnel | 1. Key Personnel ¹ | Oral |
| | | 2. Staffing, Recruitment, Retention, and Training | Oral |
| | | 3. Total Compensation Plan | Written |
| C | Management Approach | 1. Organizational Structure/Partnering Approach | Oral |
| | | 2. Case Study 4 | Oral |
| | | 3. Phase-In/Phase Out Plan | Written |
| | | 4. Organizational Conflicts of Interest Plan | Written |
| D | Subcontracting Utilization | 1. Small Business Subcontracting | Written |
| | | 2. Commitment to Small Business | Written |

¹With the exception of the written commitment letters, resumes and position descriptions

A. Technical Approach (Subfactor).

1. Technical Understanding (Oral Presentation)

The Government will evaluate the Offeror’s proposal for the effectiveness, reasonableness, efficiency and innovation in accomplishing the requirements of the Statement of Work (SOW) Sections 4.2.1 through 4.2.13 including:

- a) The broad spectrum of support requirements of the SOW will be managed in a coherent, integrated manner that will meet each of the requirements defined in the SOW, avoid unnecessary duplication of effort, leverage capabilities and expertise across tasks, and deal with workload surges.
- b) The approach to staying abreast of innovative technologies and adopting them where appropriate.
- c) The risk areas identified and approaches recommended to minimize the probability and impact of those risks.

2. Case Study 1: ISS Bioscience Experiment (Written)

The Government will evaluate the Offeror’s approach, strategies, innovations, resource synergies, and priorities to assess whether it demonstrates a clear technical understanding of the requirements in the Case Study. In particular:

- a) The approach and capabilities to obtain the unique expertise necessary to decompose customer requirements into design specifications and manage instrument or biological

hardware/software development to the standards required for deployment on the International Space Station; this includes the development of appropriate verification methods and procedures to ensure that the end products will meet the customer requirements and will operate successfully during all mission phases including recovery.

- b) The approach to understanding and analyzing novel experiment and investigator requirements for implementation aboard the International Space Station (ISS), and how those analyses lead to the development and validation of a set of requirements that assure the quality of the science return of the investigation through all mission payloads.
- c) The approach to addressing unique issues of biocompatibility, ethical treatment of animals, pre-launch experiment management, on-orbit operations, and post-flight recovery of samples.
- d) The approach to performing concept and design trade studies, including any decision analysis techniques and/or tools utilized and how they ensure complete assessment of options and impacts.
- e) The approach and capabilities in current state of the industry design techniques and practices, and its understanding of NASA's design standards and requirements for the ISS.
- f) The approach to fabrication, assembly, test integration, and delivery for both prototypes and operational end products, including parts, components, assemblies, subsystems, and systems. The discussion shall include its approach to make or buy assessments, surge capability, and quality assurance.
- g) The approach to maintaining the knowledge and capabilities required to perform and support sustaining engineering on the equipment and systems that they developed and turned over to operations.
- h) The approach to multiple interfaces, i.e., the NASA Centers, NASA Headquarters, National Lab, the Center for the Advancement of Science in Space (CASIS), and commercial companies/providers.
- i) The approach to post flight procedures archives.

3. Case Study 2 – Virtual Presence (Written)

The Government will evaluate for innovation, technical merit and effectiveness of the Offeror's approach and expertise to collaborative technologies and the social aspects of multidisciplinary collaboration and tools across distance necessary to create an effective scientific collaboration between members of remote sites, including field expeditions, with other scientists in laboratories throughout the world. In particular:

- a) Handling, manipulating, and storing of large amounts of data in digital form, including real-time data streaming from the sensor(s); in particular, the process for capturing, storing, and processing of imagery and the ability to make it available to all the entities who are participating in the study.

- b) Researching, recommending, building, and supporting systems for scientific visualization and analysis, how it will work with virtual institute teams to bring scientific datasets into this system, and deploy these systems at virtual institute team field and laboratory sites as necessary.
- c) Ability to make distinctions between the conduct of science (which requires protection of intellectual property and confidentiality) and communication of science once results are obtained.
- d) Ability to assess and address any seasonal risks and impacts on virtual communications.
- e) Strategy to assess the state of the art in collaborative tools and advise NASA on new tools, technologies, methods, and partnerships that may be of benefit to the virtual institutes.
- f) Outreach, training and technical support for science teams on their use of collaborative tools. As part of this, the Government will evaluate the Offeror's plan to encourage the adoption of collaborative tools by science teams, including identification of barriers to collaborative tool adoption and ways to overcome barriers.
- g) The Offeror's plan to:
 - i. Provide technical support in the management of virtual institute databases and websites, including design and development, maintenance, upgrades, and security controls
 - ii. Provide operational support for virtual institute systems, including servers, system support, security, software/hardware assessments, and general support
 - iii. Maintain IT security of virtual institute systems, including maintenance of the NASA Virtual Institutes IT security plan
 - iv. Design, implement and monitor a back-up server for hosting real-time meetings
 - v. Make improvements and upgrades as necessary.
- h) The Offeror on its plan to:
 - i. Lead the virtual institute Information Technologies Working Group (ITWG) to investigate, test and implement current and emerging technologies in areas of communication, collaboration and data sharing
 - ii. Identify early adopters and technical evangelists at each team's site and help them to educate and facilitate collaboration within their team and between members of other teams
 - iii. Engage with the community to understand technical and communication needs

- iv. Use this knowledge to improve collaboration and research throughout the virtual institutes

4. Case Study 3: Education and Public Outreach (Written)

The Government will evaluate the effectiveness, inspiration, clarity, creativity, and comprehensiveness of the offeror's approach specifically:

- a) Sample web page addressing the Case Study and requirements of this task.
- b) Approach to raising public awareness of, or interest in the experiment described in the Case Study and develop an appreciation for and exposure to science, technology, research, and exploration. The Government will also evaluate the Offeror's approach to public relations, coordinating and creating public information materials such as brochures, flyers, educational materials and videos, and using social media.
- c) Plan for handling public affairs issues, both positive and negative, including a) provision of a strategy and plan A/plan B approach to addressing unforeseen contingencies and outcomes, and b) description of an approach to coordinating appropriate responses across all relevant parties.
- d) Support for the coordination and integration of EPO activities for the experiment described in the Case Study, addressing teaching and learning at the graduate, undergraduate, secondary, and elementary levels, and informal education.
- e) Plan to assure that Ames EPO activities are consistent with the requirements of NASA's Office of Education and Office of Public Affairs.
- f) The approach to target and train researchers to encourage, facilitate, and/or improve their skills for participation in EPO activities.
- g) Plan to support the integration and coordination of EPO activities between functional elements described in the SOW; to support the science and technical communities interested in EPO; to support the education communities interested in EPO content; and to provide electronic communication and collaboration.
- h) Proposed metrics to evaluate or measure its progress in student and instructor exposure to, interest in, and awareness of STEM fields.

B. Key Personnel/Staffing (Subfactor):

1. Key Personnel (Oral Presentation)

The Government will evaluate for comprehensiveness and effectiveness the Offeror's approach and rationale for key personnel, including the allocation of those positions between the prime and any proposed subcontractors. Specific elements to be evaluated will include the following:

- a) Key positions including the allocation of those positions between the prime and any proposed subcontractors.

- b) Rationale for each position designated as key.
- c) Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- d) Letters of commitment and resumes for key management and technical personnel of the prime contractor and any proposed subcontractors will be evaluated to determine reasonableness and effectiveness.
- e) Individuals assigned to these key positions and percentage of their time allocated to this contract.
- f) Staffing approach for key personnel during absences due to vacation, illness, etc.
- g) Procedures for replacing key personnel.

2. Staffing, Recruitment, Retention and Training (Oral Presentation)

The Government will evaluate for reasonableness, completeness, effectiveness and efficiency the Offeror's staffing, recruitment, retention and training approach, and rationale, as they relate to the SOW. Specific elements to be evaluated will include the following:

- a) Approach to providing the staffing (skill mix) necessary to perform the requirements in the SOW, Core Elements, and IDIQ task orders
- b) Recruitment plans, methods, and employee retention plans, methods and employee retention plans.
- c) Approach to handling any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- d) Process for dealing with underperforming employees.
- e) Process for hiring and retaining uniquely qualified individuals, including senior engineers and foreign nationals with various immigration status (H1, J1, green card, etc.). Processes for compliance with export control regulations regarding foreign nationals.

3. Total Compensation Plan (Written)

The Government will evaluate the Offeror's Total Compensation Plan including the information below for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

C. Management Approach (Subfactor)

This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach (Oral Presentation)

- a) The Government will evaluate for reasonableness, efficiency, comprehensiveness and effectiveness, the Offeror's organizational structure and approach, including rationale for the following:
 - i. Whether the organizational structure provides clear internal and external lines of authority. If multiple organizations, including subcontractors, are proposed, explanation of the relationships among the organizations during the effort and identification of authorities, responsibilities, and integration of proposed contributions to the work.
 - ii. Authority and responsibility vested in site and technical task managers: identify access to corporate or company resources to support the contract through all phases and identify the span of autonomy to make management decisions independent of corporate permission or concurrence.
 - iii. Plan to ensure that the Government has adequate insight into the risks and the mitigations associated with the Offeror's ability to accomplish all management requirements, core elements, and task orders.
 - iv. Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, increases and decreases of workforce to accommodate contract requirements, and problem resolution techniques, including innovative and efficient ways of leveraging resources to ensure that all needs are met.
 - v. Process(es) to develop and to manage the execution of multiple core elements, task orders, changing tasks, task priorities, milestones, and resources, in a timely, efficient, and cost effective manner.
 - vi. Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
 - vii. Process(es) for managing disclosure and evaluation of new technology, licensing and technology transfer.
 - viii. Process(es) for providing property management to ensure accountability for all Government furnished equipment (GFE) for annual inventory surveys.

- ix. Process(es) for coordinating travel, as needed, to support the specific needs of the core elements and task orders, following the policies and procedures of Ames Research Center, NASA, and the Government.
- x. Process(es) to develop and infuse best practices and industry standards into the contract work.
- xi. Process(es) for providing services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. The technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support. Typical time required to provide unique skills or resources from either internal or external sources.
- xii. Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- xiii. Plan to minimize management overhead.

2. Case Study 4: Surge Capabilities (Oral Presentation)

- a) The Government will evaluate effectiveness, responsiveness, creativity, efficiency and reasonableness of the Offeror's approach in supporting a significant increase in flight opportunities in the biosciences area as described in Case Study 4, involving a fast startup and deliverables with near term deadlines.
- b) The Government will evaluate the effectiveness, creativity, efficiency and reasonableness of the Offeror's plan to address the following areas:
 - i. Skill Mix & Staffing Approach, including Science Support, Laboratories & Developmental Shops, Operations, Baseline Services, Engineering Development, Flight Systems Engineering.
 - ii. Assumptions (including rationale for assumptions) as the case study may not contain all the information needed to plan for a successful mission.
 - iii. Identification of the top 3-5 constraints and/or risks to achieving success, and explain their importance.
 - iv. Staffing plan to support this task from startup to postflight, and whether the plan takes into consideration the complexity of the task.

3. Phase-in/Phase Out Plan:

The Government will evaluate the thoroughness and effectiveness of the Offeror's Phase-In/Phase Out Plan in the following areas:

- a) Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- b) Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- c) Estimate of, and supporting rationale for, the number of existing contractor employees expected to be hired.
- d) The impact of the Offeror's policy for continuing and/or replacing the benefits of the existing contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

4. Organizational Conflict of Interest Avoidance Plan (Written)

The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan to determine if all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with ARC 52.227-93 Management and Protection of Data and ARC 52.227-96, Handling of Data as well as all the requirements identified in Section H, paragraph H.15, "Organizational Conflicts of Interest and Limitation on Future Contracting", and Section I, paragraph I.1, NFS 1852.237-72, "Access to Sensitive Information" relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements. The Plan will also be evaluated to ensure it addresses and provides a methodology to resolve fully all potential issues of impaired objectivity.

D. Small Business Utilization (Subfactor)

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

1. Small Business Subcontracting (Written)

- a) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.
- b) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

2. Commitment to Small Businesses (Written)

- a) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).
- b) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- c) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification and relevant purchasing procedures. (For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

This plan, as approved by the Contracting Officer, shall be included in any resulting contract.

(b) Past Performance Factor (Volume II).

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors predecessor companies, key personnel who have relevant experience, subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, corporate management responsiveness, and other information.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.7 (b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. Relevant Technical Performance. The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the

Offeror and major subcontractors. The Government will also consider the Offeror's rationale for determining that particular is relevant to this RFP. In evaluating technical performance consideration will be given to the following:

- a) Experience with space life sciences and space flight hardware
- b) Partnership experience with academia, industry other government agencies
- c) Experience with Science Technology Engineering and Math (STEM) Education and Public Outreach (EPO)
- d) Experience with global virtual communications
- e) Experience with program and project management processes (e.g., NASA Procedural Directives) including technical and schedule requirements, and experience with tailoring these processes for innovative missions.
- f) Contractor flexibility and effectiveness in dealing with changes to technical requirements
- g) Innovation and resource-efficient solutions to satisfy requirements
- h) Problems encountered and their resolutions
- i) Approach to dealing with short-term, high demand requirements

2. Contract Management. The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- a) Ability to manage both small and large tasks as well as the simultaneous management of a large number of varied tasks
- b) Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives
- c) Qualifications, effectiveness, and authority of on-site contract management
- d) Proactiveness and cooperativeness in resolving issues
- e) Past Performance of Subcontract management, including meeting subcontract goals.
- f) Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- g) Efficiency and effectiveness of approach used to attract and retain employees
- h) Effectiveness of any Corporate Management Involvement in the operation of the contract.

- i) Management of Phase-In period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.
- j) Employee safety record

3. Other Information. The Government will also evaluate the following for all relevant contracts:

- a) Any serious performance problems, termination for default, and any regulatory or safety violations resulting from contractor performance.
- b) Any schedule slips and steps taken to mitigate the impact of the slips.
- c) Any problems encountered and the contractor's resolutions to those problems
- d) Examples of innovative methods implemented by the contractor that resulted in cost savings to the customer.
- e) Explanations for any overruns in direct or indirect overhead rates and their impact on overall performance
- f) Explanations for any schedule slips and steps taken to mitigate the impact of the slips

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(c) Cost Factor (Volume III)

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

(2) Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost". The terms "proposed and probable cost" are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(3) The Government will determine the Probable Cost of each Offeror's proposal by evaluating the realism of each offeror's proposed costs to ensure the offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks

identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each offeror. Offerors' proposed fixed fee will be used in computing the Probable Cost Plus Fixed Fee.

(4) The overall cost plus fixed fee for selection purposes will be the sum of the cost plus fixed fee proposed for the Core Contract Management (CLINs 02A, 03A, 04A, 05A and 06A) and Core Technical Elements (CLINs 02B, 03B, 04B, 05B and 06B).

The Government will evaluate proposed Phase-in cost (CLIN 01) for reasonableness and realism, however, Phase-in will not be included in the total evaluated cost plus fixed fee,

If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work, including the appropriateness of the Offeror's proposed resources, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism (and, in the case of Phase-In costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the Offeror's Mission Suitability score.

Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with a numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made, adversely affecting the Offeror's Mission Suitability scores, if appropriate, and a level of confidence in the Probable Cost, in accordance with NFS 1815.305(a)(1), "Cost or price evaluation." The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Mission Suitability is significantly more important than Past Performance and Past Performance is approximately equal to Cost. Mission Suitability and Past Performance when combined are significantly more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

| MISSION SUITABILITY | |
|----------------------------|------------------------|
| Subfactors | Assigned Weight |
| Technical Approach | 400 |
| Key Personnel/Staffing | 300 |
| Management Approach | 200 |
| Small Business Utilization | 100 |
| TOTAL | 1000 |

(END OF PROVISION)

[END OF SECTION]