

SECTION A - SOLICITATION/CONTRACT FORM

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(END OF SECTION)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 SUPPLIES OR SERVICES TO BE FURNISHED**

Pursuant to C.1, SPECIFICATION/STATEMENT OF WORK, the contractor shall perform the effort described below for the period of performance and estimated cost and fee (if applicable) as stated.

CLIN	Description	Period of Performance	Cost	Award Fee	Estimated Cost/Fee
001	Phase-In (30-days) – Perform maintenance and operations support in accordance with the Statement of Work	November 1, 2012 - November 30, 2012	\$OFI	\$OFI	\$OFI
002	Basic Period (22 months) – Perform maintenance and operations support in accordance with the Statement of Work.	December 1, 2012 – September 30, 2014	\$OFI	\$OFI	\$OFI
003	Option Period 1(12 months) – Perform maintenance and operations support in accordance with the Statement of Work	October 1, 2014 – September 30, 2015	\$OFI	\$OFI	\$OFI
004	Option Period 2 (12 months) – Perform maintenance and operations support in accordance with the Statement of Work	October 1, 2015 – September 30, 2016	\$OFI	\$OFI	\$OFI
005	Option Period 3(14 months) – Perform maintenance and operations support in accordance with the Statement of Work	October 1, 2016 – November 30, 2017	\$OFI	\$OFI	\$OFI
	Total Estimated Cost/Fee				\$OFI

*Offeror Fill-In (OFI)

B.2 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The total estimated cost of this contract is \$ (OFI). The maximum available award fee, excluding base fee, if any, is \$ (OFI). Total estimated cost, base fee, and maximum award fee are \$ (OFI).

(End of clause)

B.3 1852.232-81 CONTRACT FUNDING. (JUN 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 \$(Government Fill In). This allotment is for the Aircraft Operational Support (AOS) Contract and covers the following estimated period of performance: [Government Fill In].

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

(End of clause)

(END OF SECTION)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATIONS/STATEMENT OF WORK

The contractor shall, in conformance with the terms and conditions hereinafter set forth, furnish all personnel, services, equipment, materials, and facilities (except as may be stated elsewhere in this contract), and do all other things necessary for, or incidental to, performance of maintenance and operations support in accordance with Attachment J-1, entitled, “Aircraft Operations Services” Statement of Work (SOW), in Section J.

(End of Clause)

(END OF SECTION)

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause I.113, FAR 52.252-2, titled “Clauses Incorporated by Reference,” the following contract clauses pertinent to this section are hereby incorporated by reference:

E.2 52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT. (MAY 2001)

E.3 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT. (AUGUST 2003)

E.5 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

The Contractor shall have a quality program that is certified with the International Organization for Standardization document, AS 9100 Quality Management Systems - Requirements for Aviation, Space, and Defense Organizations within one year of contract award.

(End of clause)

(END OF SECTION)

SECTION F - DELIVERIES AND PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause I.113, FAR 52.252-2, titled “Clauses Incorporated by Reference,” the following contract clauses pertinent to this section are hereby incorporated by reference:

F.2 52.247-34 F.O.B. DESTINATION. (NOV 1991)

F.3 52.242-15 STOP-WORK ORDER. (AUG 1989) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.4 PLACE OF PERFORMANCE – SERVICES

The services to be performed under this contact shall be performed at the following location(s): DFRC and other locations specified in the SOW.

(End of clause)

F.5 PERIOD OF PERFORMANCE

The Period of Performance for the Phase-In is November 1, 2012 to November 30, 2012.

The period of performance for the contract is December 1, 2012 through September 30, 2014.

(End of clause)

F.6 OPTION TO EXTEND PERIOD OF PERFORMANCE

The Government may require the contractor to continue to perform services under this contract. The Contracting Officer may exercise this option(s) by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Section F.6. Should the option be exercised, the resultant contract will include all terms and conditions of the basic contract as it exists immediately prior to the exercise of the option except for the following changes:

Option 1

B.2 entitled “ESTIMATED COST AND AWARD FEES” will be modified to reflect the additions of \$(OFI) to the estimated cost and \$(OFI) to the maximum available award fees.

F.4 entitled “PERIOD OF PERFORMANCE” will be modified to state:

“The Period of Performance of this contract shall be October 1, 2014 through September 30, 2015.”

I.35 entitled “PAYMENT OF OVERTIME PREMIUMS” will be modified to reflect an addition of \$(OFI).

Option 2

B.2 entitled “ESTIMATED COST, FIXED PRICE AND AWARD FEES” will be modified to reflect the additions of \$(OFI) to the estimated cost and \$(OFI) to the maximum available award fees.

F.4 entitled “PERIOD OF PERFORMANCE” will be modified to state:

“The Period of Performance of this contract shall be October 1, 2015 through September 30, 2016.”

I.35 entitled “PAYMENT OF OVERTIME PREMIUMS” will be modified to reflect an addition of \$(OFI).

Option 3

B.2 entitled “ESTIMATED COST, FIXED PRICE AND AWARD FEES” will be modified to

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reflect the additions of \$(OFI) to the estimated cost and \$(OFI) to the maximum available award fees.

F.4 entitled “PERIOD OF PERFORMANCE” will be modified to state:

“The Period of Performance of this contract shall be October 1, 2016 through November 30, 2017.”

I.35 entitled “PAYMENT OF OVERTIME PREMIUMS” will be modified to reflect an addition of \$(OFI).

(End of clause)

(END OF SECTION)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause I.113, FAR 52.252-2, titled "Clauses Incorporated by Reference," the following contract clauses pertinent to this section are hereby incorporated by reference:

G.2 1852.223-71 FREQUENCY AUTHORIZATION. (DEC 1988)

G.3 1852.227-70 NEW TECHNOLOGY. (MAY 2002)

G.4 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)

G.5 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.6 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS. (APR 2012)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 4 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months (except the first award fee period will beginning 4 months after the effective date and the last award fee period will be for the last 2 months of the contract) to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with Attachment J-5. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The payment office will make payment based on unilateral modification by the Contracting Officer.

(d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or \$100,000, whichever is less.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at Attachment J-5 Cost Plus Award Fee Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser 80 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation

for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.7 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (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:

NASA Shared Services Center
Financial Management Division (FMD) Accounts Payable
Bldg. 1111
Stennis Space Center, MS 39529-6000, 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: Defense Contract Audit Agency (DCAA) Direct Submission Authorization "To Be Determined" (TBD) Date.

(2) Five copies 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

(ii) Copy 2 Auditor

- (iii) Copy 3 Contractor
- (iv) Copy 4 Contract administration office; and
- (v) Copy 5 Project management office
- (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 be forwarded to:

NASA Dryden Flight Research Center
Financial Management Branch, Code CF
P.O. Box 273, M/S D-1013
Edwards, CA 93523-0273

- (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.8 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (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
Earl Adams
NASA Dryden Flight Research Center
P.O. Box 273, M/S 4839
Edwards, CA 93523-0273

Phone: (661) 276-5307
E-mail: earl.s.adams@nasa.gov

Patent Representative
Mark Homer
NASA Jet Propulsion Laboratory
4800 Oak Grove Dr., M/S 180-200
Pasadena, CA 91109

Phone: (818) 354-7770
FAX: (818) 393-3160
E-mail: Mark.W.Homer@nasa.gov

- (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.9 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "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 COTR 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 COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but 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 COTR shall be at the Contractor's risk.

(End of clause)

G.10 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT. (JANUARY 2011)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The

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Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments

discussed in the clause at FAR 52.245–1, Government Property, as incorporated in this contract.

(End of Clause)

G.11 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (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 Attachment J-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.12 1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)

- (a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change -
 - (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
 - (2) Alters physical inventory timing or procedures;
 - (3) Alters recordkeeping practices;
 - (4) Alters practices for recording the transport or delivery of Government property; or
 - (5) Alters practices for disposition of Government property.

(End of clause)

G.13 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (JAN 2011)

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:
 - (1) NPD 8800.14, Policy for Real Property Management.
 - (2) NPR 8831.2, Facility Maintenance Management.
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.
- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.14 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

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The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

(End of clause)

G.15 AWARD FEE AVAILABILITY SCHEDULE

The award fee available for each evaluation period is as follows:

<u>Period</u>	<u>Duration</u>	<u>Available Award Fee</u>
December 1, 2012 – March 31, 2013	4 months	\$ TBD
April 1, 2013 – September 30, 2013	6 months	\$ TBD
October 1, 2013 – March 31, 2014	6 months	\$ TBD
April 1, 2014 – September 30, 2014	6 months	\$ TBD
October 1, 2014 – March 31, 2015	6 months	\$ TBD
April 1, 2015 – September 30, 2015	6 months	\$ TBD
October 1, 2015 – March 31, 2016	6 months	\$ TBD
April 1, 2016 – September 30, 2016	6 months	\$ TBD
October 1, 2016 – March 31, 2017	6 months	\$ TBD
April 1, 2017 – September 30, 2017	6 months	\$ TBD
October 1, 2017 – November 30, 2017	2 months	\$ TBD

(End of clause)

(END OF SECTION)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause I.113, FAR 52.252-2, titled “Clauses Incorporated by Reference,” the following contract clauses pertinent to this section are hereby incorporated by reference:

H.2 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.3 1852.225-70 EXPORT LICENSES. (FEB 2000)

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

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

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

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

(End of clause)

H.4 1852.228-70 AIRCRAFT GROUND AND FLIGHT RISK. (OCT 1996)

Add the following:

(k) Definition of aircraft is modified to include helicopters. The helicopter covered under this contract has reached a point of manufacture comparable to that specified in the standard definition, which is written for conventional winged aircraft.

H.5 1852.228-71 AIRCRAFT FLIGHT RISKS. (DEC 1988)

H.6 1852.223-70 SAFETY AND HEALTH. (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including Contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA

contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

- (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.
- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The Contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -
 - (1) Written hazardous operating procedures for all hazardous operations; and/or
 - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.7 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.
- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including

computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

H.8 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

- (a) The personnel in the positions or managing the functional areas listed below 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) List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule. To Be Proposed by Offeror

Position/Functional Area	Personnel
(OFI)	<u>(OFI)</u>

(End of clause)

H.9 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992) - ALTERNATE I (SEPT 1989) – ALTERNATE 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

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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.10 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)

If authorized to operate Government-owned or –leased vehicles, including interagency fleet management system (IFMS) vehicles or related services in performance of this contract, the Contractor shall report the data describing vehicle usage required by the Federal Automotive Statistical Tool (FAST) by October 15 of each year. FAST is accessed through <http://fastweb.inel.gov/>.

(End of clause)

H.11 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [Insert date of offer (OFI)] are hereby incorporated by reference in this resulting contract.

(End of clause)

H.12 CONTRACTOR CONDUCT WHILE ON GOVERNMENT PREMISES AND COMPLIANCE WITH NASA POLICIES AND PROCEDURES

- (a) Access. A portion or all of the effort required to be accomplished under this contract is to be performed at the Dryden Flight Research Center (DFRC), the Dryden Aircraft Operations Facility (DAOF) or other NASA installations or sites. During performance of this effort, the right of ingress and egress to the Government site for Contractor personnel shall be made available as required.
- (b) Compliance with Federal, Agency or Center procedures. While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the facility. Such requirements are generally set forth in the NASA-wide or local installation management instructions, handbooks, or Announcements. Copies of these documents can be obtained at the following URLs:

NASA Directives: <http://nodis3.gsfc.nasa.gov>

NASA Standards: <https://standards.nasa.gov/documents/nasa>

Dryden Management System and Dryden Policy Documents:
<http://www.nasa.gov/centers/dryden/business/DMS/index.html>

Federal Acquisition Regulations: <http://www.acquisition.gov/far/>

NASA Federal Acquisition Regulation Supplement:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

H.13 NASA RECORDS MANAGEMENT

The contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NPG 1441.1D “NASA Records Retention Schedules.”

(End of clause)

H.14 EMERGENCY PREPAREDNESS AND RESPONSE

The Contractor’s obligation may include resolution of unusual or emergency situations. 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 when one or more of the criteria at FAR 18.001, enabling NASA to utilize “Emergency Acquisition Flexibilities”, are met. 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 of this contract.

(End of clause)

H.15 MITIGATION OF ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Mitigation plan. The Organizational Conflict of Interest Mitigation Plan and its obligations are hereby incorporated in the contract by reference.
- (b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Mitigation Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment.

(2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.
- (c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Mitigation Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms —Contractor and —Contracting Officer shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of clause)

H.16 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Mitigation plan. If there is a mitigation plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of clause)

(END OF SECTION)

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause I.113, FAR 52.252-2, titled “Clauses Incorporated by Reference,” the following contract clauses pertinent to this section are hereby incorporated by reference:

I.2 52.202-1 DEFINITIONS. (FAC 2005-58, EFFECTIVE 5/18/2012)

I.3 52.203-3 GRATUITIES. (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I.7 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

Poster(s) Obtain from Office of the Inspector General, Fraud Detection Office, Attn: Poster Request, 1300 N. 17th Street, Suite 3200 Arlington, VA 22209 or NASA Office of the Inspector General, <http://oig.nasa.gov/hotline.html>

I.12 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)

I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I.14 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (FEB 2012)

I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I.16 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (FEB 2012)

- I.17 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)
 - I.18 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)
 - I.19 52.210-1 MARKET RESEARCH (APR 2011)
 - I.20 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
 - I.21 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
 - I.22 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
 - I.23 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
 - I.24 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (AUG 2011)
 - I.25 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)
 - I.26 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)
 - I.27 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
 - I.28 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)
 - I.29 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
 - I.30 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
 - I.31 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)
- (3) The designated payment office will make interim payments for contract financing on the “30th” day after the designated billing office receives a proper payment request.
- I.32 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor by issuance of a unilateral contract modification 30 days or more before the completion date set forth in Sections F.5.

- I.33 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)
- I.34 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2011) - ALTERNATE II (OCT 2001)
- I.35 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (JAN 1999)
- I.36 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)
- I.37 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
- I.38 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [Government Fill In To be filled in prior to award] or the overtime premium is paid for work -
- I.39 52.222-3 CONVICT LABOR. (JUN 2003)
- I.40 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)
- I.41 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)
- I.42 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)
- I.43 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)
- I.44 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)
- I.45 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)
- I.46 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)
- I.47 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
- I.48 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)
- I.49 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)
- I.50 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)
- I.51 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (DEC 2007)
- I.52 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011) -- ALTERNATE I (MAY 2011)

- I.53 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
- I.54 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)
- I.55 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)
- I.56 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)
- I.57 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- I.58 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)
- I.59 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
- I.60 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION. (NOV 2011)
- I.61 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)
- I.62 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)
- I.63 52.227-14 RIGHTS IN DATA--GENERAL. (DEC 2007)
- I.64 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)
- I.65 52.230-2 COST ACCOUNTING STANDARDS. (OCT 2010)
- I.66 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)
- I.67 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)
- I.68 52.232-17 INTEREST. (OCT 2010)
- I.69 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- I.70 52.232-22 LIMITATION OF FUNDS. (APR 1984)
- I.71 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)
- I.72 52.232-25 PROMPT PAYMENT. (OCT 2008) -- ALTERNATE I (FEB 2002)
- I.73 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)
- I.74 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF

ELECTRONIC FUNDS TRANSFER INFORMATION. (MAY 1999)

NASA Shared Services Center
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road,
Stennis Space Center, MS 39529

- I.75 52.233-1 DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)
- I.76 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)
- I.77 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
- I.78 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)
- I.79 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)
- I.80 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)
- I.81 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)
- I.82 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)
- I.83 52.242-13 BANKRUPTCY. (JUL 1995)
- I.84 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE II (APR 1984)
- I.85 52.244-2 SUBCONTRACTS. (OCT 2010)
 - (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:
subcontracts in excess of \$100,000.
 - (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [Government Fill In To be filled in prior to award]
- I.86 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)
- I.87 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)
- I.88 52.245-1 GOVERNMENT PROPERTY. (APR 2012)
- I.89 52.245-9 USE AND CHARGES. (APR 2012)
- I.90 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)
- I.91 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS. (FEB 2006)

Transportation is for NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

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Transportation is for NASA and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. [Government Fill In]. This may be confirmed by contacting: **see block 10 SF33.**

- I.92 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)
- I.93 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (FEB 2006)
- I.94 52.248-1 VALUE ENGINEERING. (OCT 2010)
- I.95 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)
- I.96 52.249-14 EXCUSABLE DELAYS. (APR 1984)
- I.97 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)
- I.98 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)
- I.99 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JUL 1997)
- I.100 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)
- I.101 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)
- I.102 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (MAY 2009)
- I.103 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE. (MAR 1996)
- I.104 1852.227-14 RIGHTS IN DATA - GENERAL.
- I.105 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)
- I.106 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION. (APR 2001)
- I.107 1852.243-71 SHARED SAVINGS. (MAR 1997)
- I.108 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the **DFRC Procurement Officer** and shall not be binding until so approved.

(End of clause)

- I.109 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30

days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.110 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.111 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

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

Employee Class

Monetary Wage - Fringe Benefits

(End of clause)

I.112 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

(a) *Definitions.* As used in this clause -

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.113 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation Internet address - <http://www.arnet.gov/far/>

NASA FAR Supplement Internet address - <http://www.hq.nasa.gov/office/procurement/reg/nfstoc.htm>

(End of clause)

I.114 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (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 Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.115 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS. (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET and will require Sensitive Compartmented Information (SCI) access. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-6.

(End of clause)

I.116 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the Contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the Contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All Contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a

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program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

- (e) At the completion of the contract, the Contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the Contractor's request. Parts of the clause and referenced ADL may be waived by the Contracting Officer, if the Contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The Contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the Contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.
- (f) The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

I.117 1852.215-84 OMBUDSMAN. (NOV 2011)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.
- (c) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.118 1852.219-76 NASA 8 PERCENT GOAL. (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.119 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION. (MAY 2009)

- (a) The purpose of the NASA Mentor-Protégé Program is for a NASA prime Contractor to provide developmental assistance to certain subcontractors qualifying as protégés.

Eligible protégés include certified small disadvantaged business concerns, women-owned small business concerns, veteran-owned or service-disabled veteran-owned small business concerns, HUBZone small business concerns, Historically Black Colleges and Universities, minority institutions of higher education, as defined in FAR Part 2, Definitions of Parts and Terms, active NASA SBIR Phase II companies and nonprofit agencies employing the blind or severely

handicapped as defined in 41 CFR Chapter 51.

- (b) NASA will evaluate the Contractor's performance on the following factors. If this contract includes an award fee incentive, this assessment will be accomplished as part of the fee evaluation process.
- (1) Specific actions taken by the Contractor, during the evaluation period, to increase the participation of protégés as subcontractors and suppliers;
 - (2) Specific actions taken by the Contractor during this evaluation period to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;
 - (3) To what extent the mentor and protégé have met the developmental milestones outlined in the agreement; and
 - (4) To what extent the entities' participation in the Mentor-Protégé Program resulted in the protégé receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the mentor.
- (c) Semiannual reports shall be submitted by the mentor and the protégé to the cognizant NASA center and NASA Headquarters Office of Small Business Programs (OSBP), following the semiannual report template found on the Web site at <http://www.osbp.nasa.gov>.
- (d) The mentor will notify the cognizant NASA center and NASA OSBP in writing, at least 30 days in advance of the mentor's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program;
- (e) At the end of each year in the Mentor-Protégé Program, the mentor and protégé, as appropriate, will formally brief the NASA Mentor-Protégé program manager, the technical program manager, and the Contracting Officer during a formal program review regarding Program accomplishments, as it pertains to the approved agreement.
- (f) NASA may terminate mentor-protégé agreements for good cause, thereby excluding mentors or protégés from participating in the NASA Mentor-Protégé program. These actions shall be approved by the NASA OSBP. NASA shall terminate an agreement by delivering to the Contractor a letter specifying the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort should the agreement be terminated shall be submitted with the agreement.

(End of clause)

I.120 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA. [DEVIATION]
(SEE NASA PIC 12-01A, DATED 2/16/2012)

(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.121 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION. [DEVIATION] (SEE NASA PIC 12-01A, DATE2/16/2012)

(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, 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)

I.122 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

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(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(f) Insurance for emergency medical services and evacuation. See NFS 1852.242-78.

(End of clause)

I.123 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a Contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to--

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to

utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

- (6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
- (7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.
- (e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government Contractor.
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

I.124 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

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

Mark the title page with the following legend:

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

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary

corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

(END OF SECTION)

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

(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 #	Description of Attachment
J-1	Aircraft Operations Services (AOS) SOW
J-2	Data Requirements List (DRL) and Data Requirements Descriptions (DRD)
J-3	CPAF Award Fee Plan
J-4	List of Installation-Accountable Property
J-5	U.S. Department of Labor Wage Determination
J-5-1	Statement of Equivalent Rates for Federal Hires
J-5-2	Collective Bargaining Agreement between CSC Applied Technologies, LLC. JSC Aviation Maintenance and Modification Program and the International Association of Machinists and Aerospace Workers, AFL-CIO, District Lodge Number 37
J-6	DD 254: Contract Security Classification Specification
J-7	Small Business Subcontracting Plan (cover sheet only)
J-8	Phase-In Plan (cover sheet only)
J-9	Safety, Health and Environmental Plan (cover sheet only)
J-10	Organizational Conflict of Interest Mitigation Plan (cover sheet only)
J-11 (Section L Attachments)	Section L List of Attachments
L-1 (Section L Attachments)	Small Business Subcontracting Tables
L-2	Past Performance Questionnaire Template
L-3	Price Summary Table Workbook
L-4	Maintenance and Modification Services Workbook
L-5	Procurement/Material Control Workbook
L-6	Cognizant Audit Office Template (CAOT)

***Section L Attachments will be removed after award.

(END OF SECTION)

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause L.14, FAR 52.252-1, titled “Solicitation Provisions Incorporated by Reference,” the following contract provisions pertinent to this section are hereby incorporated by reference:

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (MAY 1999)

[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]

K.4 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. (SEP 2010)

K.5 52.223-1 BIOBASED PRODUCT CERTIFICATION. (DEC 2007)

K.6 52.223-4 RECOVERED MATERIAL CERTIFICATION. (MAY 2008)

K.7 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAR 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **488190**.

(2) The small business size standard is **30.0M**.

(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 certification 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, or 2010.

(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.

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- (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

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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:

[Contracting Officer check as appropriate.]

___ (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.

___ (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.8 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (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; and

(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. Sec. 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. Sec. 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. Sec. 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.9 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)

(a) Definitions. As used in this provision—

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

K.10 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2012) - ALTERNATE I (APR 2011)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is **488190**.
- (2) The small business size standard is **30.0M**.
- (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.

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(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.11 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)

(a) *General.* This provision is used to assess an Offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations. (1) General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

___ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

___ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.*)

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of provision)

K.12 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The offeror represents that -

- (a) It [] has, [] has not participated in a previous contract or subcontract subject 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.13 52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (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.14 52.225-2 BUY AMERICAN ACT - CERTIFICATE. (FEB 2009)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act--Supplies."

(b) Foreign End Products:

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

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

K.15 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION. (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.16 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements

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

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

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

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

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

(End of provision)

K.17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION.
(OCT 2008)

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 \$650,000 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

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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 subparagraph (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 subparagraph (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.18 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (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.19 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

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. 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.20 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

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.

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

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)

K.21 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID

DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY
FEDERAL LAW (DEVIATION FEB 2012)

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-

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

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.

The offeror represents that –

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

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)

(END OF SECTION)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: In accordance with Clause L.14, FAR 52.252-1, titled “Solicitation Provisions Incorporated by Reference,” the following contract provisions pertinent to this section are hereby incorporated by reference:

L.2 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE. (APR 2008)

Any contract awarded as a result of this solicitation will be DO-C9 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L.3 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

L.4 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

L.5 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

L.6 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

L.7 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)

L.8 52.237-1 SITE VISIT. (APR 1984)

L.9 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (OCT 1997)

L.10 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS. (APR 1984)

L.11 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010)

(a) *Exceptions from certified cost or pricing data.*

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy

of the controlling document, unless it was previously submitted to the contracting office.

- (ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
 - (1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
 - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.12 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost Plus Award Fee (CPAF) contract resulting from this solicitation.

(End of provision)

L.13 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

Name: Brian G. Bowman
E-mail: Brian.G.Bowman@nasa.gov
Address: NASA Dryden Flight Research Center
P.O. Box 273, M/S 1505
Edwards, CA 93523-0273

- (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.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

L.16 1852.215-77 PREPROSOAL/PRE-BID CONFERENCE (DEC 1988)

- (a) A preproposal/pre-bid conference will be held as indicated below:

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Date: July 10, 2012

Time: 8:00 a.m.

Location: NASA Dryden Flight Research Center
Lilly Drive
Edwards, CA 93523-0273

and

NASA Dryden Aircraft Operations Facility (DAOF)
2825 E. Ave P
Palmdale, CA 93550

The preproposal conference will consist of a tour of the Dryden Flight Research Center, Edwards CA and Dryden Aircraft Operations Facility, Palmdale CA. For purposes of badging, please provide the following information for all the individuals who will be attending the preproposal conference no later than **noon on Thursday June 28, 2012**. Submit this information to Maikeyza Brown via e-mail: maikeyza.brown-1@nasa.gov.

Full name:

Company Affiliation:

Citizenship:

Date of Birth:

Place of Birth:

Driver's license number (indicate state and number):

Social security number: (Last 6 digits)

Attendance at the preproposal conference is limited to three representatives per offeror.

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

(End of provision)

L.17 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation. For each volume, the subject pages shall be consecutively numbered using integer numbers beginning with "1".

Proposal Volume	Proposal Section	Page Limitation
Volume I	Mission Suitability	75
Sub-Factor 1	Technical Approach	
Sub-Factor 2	Management Approach	
Sub-Factor 3	Safety, Health and Environmental Approach	No Limit for DRD-S01
Sub-Factor 4	Small Business Utilization	No Limit
Volume II	Past Performance	30
	OSHA Forms 300 and 300A	No Limit

“Loss Runs from Your Insurance Underwriter for all Accident, Incident, and Mishaps at your representative establishments” No Limit

Volume III **Cost/Price** **No Limit**

Volume IV **Completed, Signed Model Contract, Reps/Certs, and Additional Information** **No Limit**

The following documents shall not be included in the calculation of the page count:

Safety, Health and Environment Plan

Quality Assurance Plan

Key Personnel Resumes and Letters of Commitment

Small Business Subcontracting Plan

Phase-In Plan

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point Times New Roman Font. Tables and Labels inserted as a graphic or part of a graphic may use no smaller than 8 point Times New Roman Font. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.
- (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 will be returned to the offeror.
- (f) Hard copy volumes shall be separately bound in 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, solicitation number and the offeror's name. The same identifying data should be placed on the spine of each binder. Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case Roman numerals for contents not subject to page limitations (e.g., title pages, tables of contents, and acronym lists). Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations.

(End of provision)

L.18 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN. (MAY 1999)

- (a) This provision is not applicable to small business concerns.
- (b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The offeror must submit the complete plan as part of its proposal.

(End of provision)

L.19 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004)

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements, , Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques at DFRC that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
 - (1) The work will be conducted completely or partly on premises owned or controlled by the government.
 - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
 - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
 - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.20 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS. (MAR 1994)

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the

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salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) 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 this provision.

(End of provision)

L.21 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

L.22 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall

also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

- (e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,
- (g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

- (h) Existing Government property may be reviewed at the following locations, dates, and times:
Ten days after release of the Request for Proposal (or the next business day should this date fall on a weekend or holiday).

(End of provision)

L.23 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY. (JAN 2011)

- (a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

NO GOVERNMENT PROPERTY WILL BE MADE AVAILABLE OR PROVIDED TO THE CONTRACTOR AS GOVERNMENT FURNISHED PROPERTY (GFP) UNDER THIS CLAUSE, UNLESS OTHERWISE DETERMINED BY THE CONTRACTING OFFICER. PROPERTY UNDER AOS WILL BE AVAILABLE AS INSTALLATION ACCOUNTABLE PROPERTY IN ACCORDANCE WITH NASA FAR SUPPLEMENT (NFS) 1852.245-71 (JAN 2011) UNLESS OTHERWISE AUTHORIZED IN THIS CONTRACT.

- (b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not

use the property.

NO GOVERNMENT PROPERTY WILL BE MADE AVAILABLE OR PROVIDED TO THE CONTRACTOR AS GOVERNMENT FURNISHED PROPERTY (GFP) UNDER THIS CLAUSE, UNLESS OTHERWISE DETERMINED BY THE CONTRACTING OFFICER. PROPERTY UNDER AOS WILL BE AVAILABLE AS INSTALLATION ACCOUNTABLE PROPERTY IN ACCORDANCE WITH NASA FAR SUPPLEMENT (NFS) 1852.245-71 (JAN 2011) UNLESS OTHERWISE AUTHORIZED IN THIS CONTRACT.

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

L.24 PROPOSAL MARKING AND DELIVERY

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the Standard Form 33 of the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “PROPOSAL – DELIVER UNOPENED”. Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows: “NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (Refer to paragraph (c) Delivery Address below)

(c) Delivery Address

Proposals must be submitted by commercial delivery service or hand carried packages must be delivered to:

NASA Dryden Flight Research Center
Building 4876, Warehouse 6
Attention: 1422/Maikeyza Brown
NND12374506R (PROPOSAL – DELIVER UNOPENED)
Edwards, CA 93523-0273

(End of provision)

L.25 INTRODUCTION TO INSTRUCTIONS FOR PREPARATION OF PROPOSAL

In providing these instructions, the Government's intention is to solicit information that will permit a competitive evaluation of the Offeror's proposal. The information solicited will demonstrate the Offeror's competence and capability to successfully complete the requirements specified in the AOS Statement of Work (SOW). Generally, the proposal shall:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed contract; convey the company's capabilities for transforming understanding into accomplishment; provide in detail, the plans and methods for so doing; and provide, as requested below, the cost/price associated with so doing.
- (b) The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and substantiation of all information. The proposal should not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the Offeror intends to meet these requirements.

Elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a scenario response.

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

For a more complete understanding of this part of Section L, refer to Section M. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M.

Note: At the time of proposal, offerors shall possess a Facility Clearance Level (FCL) at the SECRET level. Offerors shall provide documentation of current FCL with proposal.

Performance of the AOS contract will not involve the receipt, generation, and storage of classified information at the contractor's facility; therefore, classified material cannot be sent to the contractor under this contract. Access to classified information/areas will occur at NASA/DFRC and other locations required in the performance of this contract. Only U.S. citizens granted a personnel security clearance are eligible for access to classified material. The contractor must meet and comply with the facility clearance requirements for SECRET level clearances and must meet and maintain the industrial security requirements for access to classified information at the SECRET level in accordance with the National Industrial Security Operational Manual, (NISPOM) DoD 5220.22-M, dated February 28, 2006, and other NASA/DFRC security procedures and guidelines.

This procurement shall be conducted utilizing a combination of mission suitability, past performance and cost/price factors. The Government seeks to select an Offeror whose proposal represents the best value after evaluation.

All unacceptable proposals will be eliminated from further evaluation. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications

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as described in FAR 15.306(a)).

(End of provision)

L.25.1 PROPOSAL COPIES, AND DUE DATES

(a) Proposal Copies and Due Dates

Table L-1: Proposal Copies and Due Dates

Due Date	Volume	Title	Time Due	Delivery Location	Copies
8/2/2012	I	Mission Suitability	2:00 pm (PDT)	DFRC (See L.23)	1 original, 7 hard copy, 2 CD-ROM
7/16/2012	II	Past Performance	2:00 pm (PDT)	DFRC (See L.23)	1 original, 7 hard copy, 2 CD-ROM
8/2/2012	III	Cost/Price Proposal	2:00 pm (PDT)	DFRC and DCAA (See L.23)	1 original, 7 hard copy, 2 CD-ROMs for DFRC Review (see L.24) 1 hard copy, 1 CD-ROM (DFRC) for DCAA review. (see L.24)
8/2/2012	IV	Sections A-J, with all fill-ins completed; and Section K, Representations and Certifications, with all fill-ins completed; and additional information.	2:00 pm (PDT)	DFRC (See L.24)	1 originals, 2 CD-ROM (DFRC)

* Proposal Volume II, Past Performance, and the Cognizant Audit Office Template (CAOT) are requested early, but not officially due until 8/2/2012.

(b) Each Offeror is required to submit its proposal in two formats, one conventional hard copy bound format in the quantities specified above, and one in an electronic format in the quantities specified above. The electronic submission must be compatible with the software and hardware specification described below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Date Prepared, an indication of the files or range of files contained on the disks marked and 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.

(c) Electronic copies of the proposal shall be prepared and submitted in Microsoft Office (Word and Excel 2007). Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file. If a volume extends to multiple disks, the Offeror shall clearly indicate the sequence number. The Offeror shall not embed

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sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

- (d) A cover sheet should be contained as the first page of each book, clearly marked with volume number, title, solicitation identification, and the Offeror's name. The cover letter must be signed by an official authorized to contractually bind your company. Be sure to 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.
- (e) Provide a Cross Reference List that tracks the page and paragraph numbers of the Offer's proposal to the page and paragraph numbers in the Government's instructions. A Cross Reference List shall be submitted in each Volume for that particular volume.

(End of provision)

L.25.2 Mission Suitability Factor -Volume I

The proposal must demonstrate that the offered items(s)/services(s) meet the requirement. The Offeror shall describe or provide the following in Volume I:

- Sub-factor 1. Technical Approach
- Sub-factor 2. Management Approach
- Sub-factor 3. Safety, Health and Environmental Approach
- Sub-factor 4. Small Business Utilization

The proposal shall be detailed and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements such as: "standard procedures will be employed to" and "well-known techniques will be used for..."

The Proposal shall comprehensively explain how you propose to comply with the applicable specifications, as well as the techniques and procedures you propose to implement.

Previously submitted information will not be considered unless it is resubmitted as part of the proposal; it must not be incorporated by reference. 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.

(Note: the below outline is provided for use in organizing your proposal only and should not be construed as an indication of the order of importance or relative weighting within individual mission suitability subfactors as there are no discrete point values attached to any of the subset paragraphs.)

- Technical Approach (TA) – Mission Suitability Sub-factor 1
 - TA1. Scenario 1
 - TA2. Scenario 2
 - TA3. Scenario 3
- Management Approach (MA) – Mission Suitability Sub-factor 2
 - MA1. General Approach to Performing the SOW

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- MA2. Organizational Structure
 - MA3. Phase-In Plan
 - MA4. Key Personnel
 - MA5. Skill Mix and Skill Level Definition
 - MA6. Training and Certification Plan
 - MA7. Quality Plan
- Safety, Health and Environmental (SHE) Approach – Mission Suitability Sub-factor 3
 - SHE1. Safety, Health and Environmental Management Plan
 - Small Business Utilization (SBU) – Mission Suitability Sub-factor 4
 - SBU1. Small Business Subcontracting
 - SBU2. Commitment to the Small Business Program

L.25.3 Technical Approach (TA) - Mission Suitability Sub-factor 1

The Offeror shall demonstrate their understanding of the requirements and the specific labor resources needed to successfully perform the requirements of this Contract. Since the paragraphs and Tables described in these instructions are also intended to facilitate the technical evaluation of the Offeror's Cost/Price proposal, Offerors should carefully follow these instructions.

The Offeror's response to this section shall be consistent with the proposed Management Approach. Likewise, the Work Year Equivalents (WYEs) must agree with the resources in the Volume III, Cost/Price. WYEs are defined as the proposed productive hours needed to comprise one average full time employee. This may be one employee or several part time employees. Productive Hours are defined as the total available hours for productive work in a year, excluding overtime, and paid time off.

Referring to Section J, Attachment (J-1), the SOW, the Offeror shall provide, the basis of estimates including any efficiencies proposed and detailed responses to the scenarios.

Technical Discussion Basis of Estimates and Efficiencies

Include a discussion regarding how the proposed WYEs were estimated. Also, include a discussion associated with any assumptions made regarding the requirements that led to the proposed resources such as: "we assume that a verification plan for the XYZ deliverables already exists and all we are responsible for is the maintenance of the plan." Include sufficient narrative discussion to convince the Government that the proposed resources are realistic for the proposed technical and management approach.

Explain any applicable efficiencies in sufficient detail to allow for a comprehensive analysis. If efficiencies are being proposed, ensure sufficient supporting information to perform a technical analysis is provided. Also, describe how any proposed methodologies, processes and techniques used to gain efficiencies would be implemented. Address risks and risk mitigation plans associated with savings or improvements. Make sure historical references to other contracts are relevant in size and complexity. Also explain in detail how the proposed efficiencies can actually be achieved. Proposed efficiencies and innovations including any associated Contract Clauses must be included in the model contract and clearly identified along with a specific SOW reference in the response to this evaluation factor.

Resources

The Offeror shall identify the resources commensurate with detailed levels within the SOW.

Detailed Response to the Scenarios

The Offeror shall describe its approach and rationale to meet the technical requirements of the SOW, in accordance with TA1 thru TA3 Scenarios, below:

TA1. Scenario 1

The Offeror shall provide a detailed response to the following scenario:

NASA Dryden operates a diverse fleet of aging aircraft, some one-of-a-kind with dated technical data and a limited logistic support chain that causes challenging sustainment concerns for these unique aircraft. In view of these challenges, describe:

1. Your approach to support the diverse fleet of aging and one-of-a-kind aircraft.
2. Your approach to networking and establishing “in advance” customer/supplier relationships and how to obtain obsolete parts for the aircraft listed in the Statement of Work (Attachment J-1) in Appendix 1, DFRC Aircraft.

TA2. Scenario 2

The Offeror shall provide a detailed response to the following scenario:

A customer requests that a payload be installed in the Support Aircraft B200. The aircraft needs to be prepared to accept its sensor platform configuration consisting of data racks and equipment for the Nadir ports for remote sensing. Describe your proposed method to coordinate the required configuration change and approach to most effectively integrate the payload.

TA3. Scenario 3

The Offeror shall provide a detailed response to the following scenario:

NASA has two ER-2 aircraft, one aircraft is undergoing a major wiring upgrade along with a phase inspection and must be completed by August 1st. The second aircraft is deployed overseas supporting science missions and returning August 3rd, with a heavy flight schedule. On July 3rd, the lead maintenance technician on deployment put in his notice to end employment as of July 10th; thus giving management a one week notice to find coverage and leaving the deployed aircraft short a lead technician. The absence of the lead technician will impact mission success.

Both aircraft have equal priority. What action will you take to ensure that mission success is not jeopardized on deployment? And how will you assure that the maintenance scheduled is met?

L.24.4 Management Approach (MA) - Mission Suitability Sub-factor 2

The Offeror shall describe its approach to and rationale for meeting the management requirements of the Statement of Work (SOW), as required on the MA1, MA2, MA3, MA4, MA5, MA6 and MA7 paragraphs below. **(Responses to DRDs, excluding resumes, will be incorporated into the contract).**

MA1. General Approach to Performing the SOW

The Offeror shall provide a detailed response to implementing an integrated, cost effective approach in the performance of each of the SOW elements. Specifically address your approach to performing routine daily requirements, and how the approach will easily accommodate high intensity work periods and respond effectively to off nominal and/or emergency requirements. The effectiveness of your management approach to address all functional elements of the SOW and their interrelationship will be evaluated as to how planning, managing, and controlling of total resources is being applied to the performance of work.

MA2. Organizational Structure

The Offeror shall provide charts that show the organizational structure, including connections or associations with any corporate or division organizations and any subcontractors, and how the Offeror's organization structure provides clear internal and external lines of authority. Describe in detail the degree of local autonomy, including the authority of the Site Manager, any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization. Describe any teaming relationships, as well as prime contractor to subcontractor arrangements, including identification of points of contact, how management and control policies will be implemented, and how work will be controlled, reported and reviewed.

MA3. Phase-In Plan

The Offeror shall provide a detailed response to the following elements of DRD-M08 Contract Phase-In Plan: Paragraph c. Content, Subparagraph i, Items 1), 2), 3), 4), 6), 7), and 10).

MA4. Key Personnel

The Offeror shall provide the qualification, education, training, performance references and extent applicability of related experience for the proposed key personnel. The Offeror shall provided any pertinent or special qualifications of proposed key personnel, including experience on similar contracts of this magnitude. The Offeror shall provide the rationale used to determine how many positions to establish as "key" as well as the rationale for identifying the respective "key" positions. As an indication of the extent of commitment of the proposed key personnel, obtain and submit employment agreement letters of those key personnel not currently employed by you. The Offeror shall submit a letter of intent for employment for individuals not currently under employment by the Offeror.

MA5. Skill Mix and Skill Level Definition

The Offeror shall provide the rationale for the selection of skill levels and their relationship to performance of the requirements set forth in the SOW, demonstrating how the skill levels and skill mix are appropriate for performance of the SOW.

MA6. Training and Certification Plan

The Offeror shall provide a detailed response to the following elements of DRD-M06 Training and Certification Plan: Paragraph c. Content: Subparagraph 2, Item g.

MA7. Quality Plan

The Offeror shall provide a detailed response to the following elements of DRD-Q01 Quality Plan: Paragraph c. Content: Sub-paragraph 1 through 4.

L.25.5 Safety, Health and Environmental (SHE) Approach -Mission Suitability Sub-factor 3

The Offeror shall provide their overall safety and health approach for fulfilling all contract requirements in Volume I. The Offeror’s response shall respond to requirements contained in DRD-S01, Safety, Health and Environment Management Plan.

SHE1. Safety, Health and Environmental Management Plan

Provide a Safety and Health Plan as described in DRD-S01, Safety, Health and Environmental Plan. The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and health of your employees (and subcontractor employees, if a subcontracting arrangement is proposed) through the performance of the contract. The major areas of the Safety and Health Plan are management commitment and employee involvement, worksite analysis, hazard prevention and control, and safety and health training. Emphasis should be placed on proactive programs to prevent injuries, illnesses and property damage in all of these areas. Include innovations, where appropriate, which can be substantiated to reduce injuries, mishaps or overall safety risk in accomplishing the tasks.

(End of provision)

L.25.6 Small Business Utilization (SBU) - Mission Suitability Sub-factor 4

All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan and Reports, (DRD-M05). 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.

SBU1. Small Business Subcontracting

Small Business Subcontracting Plan

- (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 your proposal via the Small Business Subcontracting Plan, (DRD-M05).
- (b) The Contracting Officer’s determination of the appropriate subcontracting goals for this acquisition are as follows:

Small Businesses (SB)	21.0%
Small Disadvantaged Business Concerns (SDB) (Includes SDB’s in represented and under-represented areas*	7.50%
Women Owned Small Business Concerns (WOSB)	6.75%
Historically Black Colleges and Universities and Other Minority Institutions (HBCU/MI)	0.0%

HUBZone Small Business Concerns (HBZ)	2.0%
Veteran Owned Small Business Concerns (VOSB)	10.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	8.0%

*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under-represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDBs in industries that are designated by the Department of Commerce as underrepresented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDBs will be evaluated based upon the SDB’s status as a small business.

- (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 in accordance with FAR 52.219-9, the Offeror shall discuss as part of their Small Business Subcontracting Plan their approach to include timelines for meeting the Small Business goals and the associated rationale.
- (d) The stated goals represent the minimum for the AOS contract. If the Offeror proposes goals higher than the Contracting Officer’s recommendation, the Offeror shall document the methodology behind determining those goals and their approach to successfully managing the subcontractor and consistently meeting the higher proposed goals. Offerors shall also address their approach for managing the subcontractor for both positive and negative performance. The Offeror shall also describe in detail their approach for managing and maintaining high goals with an uncertain and unpredictable workload and constant workload fluctuation.
- (e) The Plan submitted with the proposal shall be incorporated in Section J as the Small Business Subcontracting Plan, **(DRD-M05)**, of 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) (2) above in terms of percent of **TOTAL CONTRACT VALUE** (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house and the associated rationale 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, Offerors shall complete Attachment L-1, **SMALL BUSINESS SUBCONTRACTING TABLES**, which provides a breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of **TOTAL CONTRACT VALUE** and a percent of **TOTAL PLANNED SUBCONTRACTS**. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

- (h) If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract; address in Technical Acceptability.
- (i) Who will manage the contract.
 - (ii) Which party possesses background and expertise necessary for contract performance.
 - (iii) Which party pursued the contract.
 - (iv) The degree of collaboration in preparation and submission of competitive proposal.
 - (v) Whether there are discreet tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources.
 - (vi) The relative amount of work to be performed by each teaming partner.
 - (vii) Which party will perform the more complex and costly contract functions.
 - (viii) The business size of the other parties.
 - (ix) Which of the parties possess the qualifications relevant to the contract requirements.
 - (x) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, DFRC defines “costs of contract performance incurred for personnel” to mean direct labor, labor overhead (including payroll taxes and benefits), and G&A. “Employees of the concern” means actual direct employees identified on the Offeror’s payroll records for which social security taxes are matched. DFRC considers “cost of contract performance” to include all costs throughout contract completion (the full contract period of performance).

Note: For purposes of this requirement, major subcontractor is defined by this solicitation as a company that the Offeror anticipates providing at least \$1,000,000 of contract value in support of the Statement of Work effort.

- (i) If an 8(a) joint venture is proposed, offeror shall submit a Small Business Administration signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:
 - What companies are included in the joint venture?
 - To which district SBA office was the application submitted?
 - If not yet approved, what steps have you taken toward achieving approval (include applicable dates of each activity)?
- (j) SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture. Award of the contract will only be made to an approved 8(a) company or 8(a) Joint Venture.

SBU2. Commitment to the Small Business Program:

- (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 disciplines and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists. Offerors shall describe any potential risks or impacts to seamless performance throughout the site when subcontracting out such efforts.
- (b) If the subcontractor(s) is (are) known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- (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.)

L.25.7 Past Performance Factor-Volume II

Past Performance indicates how well an Offeror performed on earlier work and can be a significant indicator of how well it can be expected to perform the work at hand. Past Performance shall be provided in accordance with the instructions below.

OFFERORS SHALL ENSURE THAT PHONE NUMBERS PROVIDED FOR REFERENCES ARE CURRENT AND CORRECT.

An Offeror or major subcontractor with no Past Performance or no previous Government contracts shall so state. 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, in accordance with FAR 15.305(a)(2)(iv).

A. Technical and Management Past Performance

For each company (including joint-ventures and subcontracts) associated with this offer, excluding minor sub-contracts below \$1M per year, the Offeror shall describe experience on current contracts or contracts in which the contractor has performed work within the past three years that is relevant to this effort, with special emphasis on the experience of the division of the company which will perform the proposed contract. If the contract is ongoing, the Offeror should have performed work for a period of at least 12 months. Offerors are required to explain what aspects of the contracts are deemed relevant to the proposed effort, and to what aspects of the proposed effort they relate. It is not sufficient to state that the experience is comparable in magnitude and scope; the Offeror must provide rationale to demonstrate that it is relevant.

The Offeror shall describe and provide examples of its past performance and unique capabilities relevant to the performance of the requirements in the statement of work, with emphasis on the

following technical and management areas. Offerors shall submit rationale for relevancy, recency, and magnitude of the effort(s) as they relate specifically to this requirement. This submission shall clearly detail what portion of the SOW, the prime, joint ventures (as applicable) and major subcontractors are responsible for.

- Successful performance of cost, schedule, and quality goals. Include what methodologies were used for management control and oversight. Include the methods used to determine root cause(s) of failures when goals were not met and the means to implement corrective action and follow-up procedures.
- Successful support of aircraft types and support ancillary equipment described in the AOS SOW.

In accordance with FAR 15.305(a)(2)(ii) the Offeror is authorized to provide information on problems encountered on the identified contracts and the Offeror's corrective actions. Reporting problems does not equate to a Limited or a No Confidence rating. In contrast, the Contractor's corrective action and process improvement program may allow the Offeror to be considered a substantial Confidence or Satisfactory Confidence candidate. The corrective action and process improvement program should clearly demonstrate management actions employed in overcoming problems and the effects of those actions in terms of improvements achieved or problems rectified.

In addition to the narrative information described above, the Offeror is required to provide the following:

B. Collective Bargaining Unit Relations

Offerors shall provide for the past three years data that demonstrates the ability to successfully work with collective bargaining organizations. Provide the names of the unions that your company has negotiated with, the location of the worksite, how many employees were represented and the average number of grievances per year that your company received. The narrative should include, but is not limited to, descriptions of how strikes, as applicable, were dealt with, how negotiations of new contracts were handled and integration of bargaining units from different contracts where contract consolidation has taken place. Provide a description of any difficulties encountered as well as how they were addressed.

C. Safety, Health and Environmental Past Performance

Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed; Safety and Environmental Past Performance will only be required for the prime and major (\$1M or more per year) subcontractors. Explanatory statements shall be included as appropriate. For all work performed during the past three years, Offerors shall provide the following:

(a) Environmental Data

Information includes copies of environmental notices of violation and citations from federal, state, or local agencies with explanatory remarks.

(b) Occupational Safety and Health Administration Data

- (i) Copies of any and all OSHA citations with explanatory remarks.
- (ii) Records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year's OSHA logs (Forms 300 and 300A) with all the data requested in those forms for all cases that meet the requirements of Title 29 of the Code of Federal Regulations, Section 1904.5(b).
- (iii) A list of all insurance carriers providing workers compensation coverage (or equivalent), including dates of coverage. Include points of contact and phone numbers. Offerors shall authorize the listed insurance carriers to respond to Government inquiries recording the Offeror's past safety performance.
- (iv) Calculations supporting the Offeror's workers' compensation experience modifier, including the state formula used for the computation, along with the loss ratio for each of the past three years (where the loss ratio is defined as the ratio of losses to premium). Show all figures used for computation.
- (v) A letter from the insurance carrier summarizing the Offeror's liability and lawsuit history related to safety and health performance for the past three years including a history of changes to the experience modifier rate. If an Offeror self insures, provide and certify the same information (except the experience modifier rate history) with the signature of the responsible Corporate Officer or official.
- (vi) Loss Runs from Your Insurance Underwriter for all Accident, Incident, and Mishaps at your representative establishments.

A summary of all accidents, incidents and mishaps the Offeror was associated with during previous contract activities. The summary shall include the date of the incident, short title, initial cost estimate, and final cost of each event.

D. Small Business Past Performance

The prime offeror shall provide a statement of small business participation over the last three years on work that is relevant to this effort, with special emphasis on the division of the company which will perform the proposed contract. Offerors shall provide the following:

- a) Percentage of total contract value performed by small businesses (i.e., small business, small disadvantaged business, HUBZone small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, and/or women-owned small businesses)
- b) Subcontracting plan goal achievement record.
- c) Type of work performed by small business and extent to which the work performed is identified as "high technology."
- d) The extent of commitment to use small businesses through enforceable vs. non-enforceable subcontract commitments.
- e) Small business outreach and assistance: (1) identify participation in Mentor Protégé program; (2) number and type of counseling provided to small businesses; and (3) number and type of small business outreach events participated in, hosted, and attended.

E. Organization Structure Change History

Many companies have acquired, been acquired by, or otherwise merged with other companies, or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant present or past performance or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this acquisition. To facilitate this relevancy determination, include in this proposal volume a roadmap describing all such changes in the organization of your company. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation. Since the Government intends to consider present and past performance information provided by other sources as well as that provided by the Offeror(s), your roadmap should be both specifically applicable to the efforts you identify and general enough to apply to efforts on which the Government receives information from other sources.

F. Cross-reference List of Past Contracts and Contacts

The Offeror shall provide a cross reference list of past contracts and points of contact corresponding with Attachments L-2, Past Performance Questionnaire Template, to be received from customer references (See Past Performance Questionnaires, below).

G. Past Performance Questionnaires

Separate from the General Past Performance narrative contained in Volume II, the Offeror shall provide references from organizations and companies for whom work has been performed.

For each company (including joint-ventures and subcontracts) associated with this offer, excluding minor subcontracts below \$1M per year, the Offeror shall provide their customer references with an Attachment L-2, Past Performance Questionnaire Template. This shall be done for at least three contracts completed within the past three years containing some or all of the functions defined in the SOW, if such experience exists. The Offeror shall request the customer references to fully complete the questionnaire in accordance with the instructions on the form and to return it in accordance with the return instructions on the form, on or before the Volume III due date. The Offeror is responsible for ensuring that questionnaires are submitted in time.

H. Subcontractor Letter of Consent

Provide with the proposal a letter from all subcontractors that will perform major or critical aspects of the requirement, consenting to the release of their past performance information to the prime contractor.

L.25.8 Cost and Price Factor- Volume III

There is no page limit for cost. It is contemplated that a single contract will be awarded as a result of this RFP. For pricing purposes, the Offeror shall use the period of performance from December 1, 2012 through November 30, 2017.

Table L-2 – Contract Period of Performance

Contract Year		Period
Phase In		30 days Prior to Award
Base Period	Contract Year 1	December 1, 2012 – September 30, 2013
	Contract Year 2	October 1, 2013 – September 30, 2014
Option 1	Contract Year 3	October 1, 2014 – September 30, 2015
Option 2	Contract Year 4	October 1, 2015 – September 30, 2016
Option 3	Contract Year 5	October 1, 2016 – November 30, 2017

1. Introduction

The intention of this solicitation is to obtain the work described herein by means of a Cost Plus Award Fee (CPAF) contract.

- a. The contract will be for a twenty-two month basic effort, two-one year option periods and one-fourteen month option period. The basic and option efforts shall be priced by the Government Fiscal Years (GFY).
- b. The Government will pay actual costs incurred as specified in the contract. The contemplated resultant contract shall be written in a manner that is consistent with the Offeror’s normal, disclosed, and/or approved estimating and accounting practices.
- c. 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.
- d. The Government assumes that adequate price competition may exist, thereby negating the need for submission of certified cost and pricing data with this proposal submission. (See FAR 15.403-1). It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness.
- e. Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (See FAR 15.403-3 and 52.215-20). Additional cost information will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror’s proposed approach and there are concerns that the contractor may default; and/or if only one proposal is received in response to the solicitation (See FAR 15.403-1(c)). Offerors will be advised if additional data is needed (See FAR 15.403-3).
- f. The cost proposal will encompass all costs associated with the requirements of the contemplated contract and will comply with applicable FAR, NFS, and governing statutory requirements.
- g. As a Cost-Reimbursement type contract, the contract is subject to the allowable, reasonable, and allocable cost standards established in FAR Part 31. Because equitable and appropriated cost allocation is required, it is anticipated that the

Offeror and subcontractors will estimate and price their proposals using their respective estimating, pricing, and accounting practices, and in accordance with their Cost Accounting Standards Disclosure Statement, if applicable. Rationale shall be provided for variances.

- h. Because equitable and appropriate cost allocation is required for Government contracts, it is expected that Offerors and their subcontractors will estimate and price their proposals using approved estimating, pricing and accounting systems, in accordance with their Disclosure Statement (if applicable). While these proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by their cognizant Defense Contract Audit Agency offices. Comprehensive audits of the Offeror and any of the subcontractor's proposals may occur should there be adequate reasons for undertaking the effort to ensure a fair and reasonable price to the Government. The decision to perform comprehensive audits will be made on a case-by-case basis upon receipt of the proposals.
- i. An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. Pursuant to FAR 16.304-3(a)(3) an Offeror may be awarded a cost-reimbursement type contract only if the Offeror's "...accounting system is adequate for determining costs applicable to the contract." This requirement is also applicable to subcontractors.
- j. For cost proposal instruction purposes only, "subcontractors" shall include the definition of an Offeror's interdivisional and/or intercompany effort and if they are considered to be a "subcontractor" related effort. Major subcontractors are defined as those subcontractors having a total contract value equal to or greater than \$5 million (at any tier) for the inclusive effort or a total contract value equal to or greater than 10% of the prime's proposed total contract value. Minor subcontractors are defined as those subcontractors having a total contract value less than \$5 million for the inclusive effort or less than 10% of the prime's proposal total contract value.
- k. Offerors attention is directed to FAR 52.222-41 – Service Contract Act of 1965 (NOV 2007) as the provision is applicable to this contract effort.
- l. In addition to hard copies, a copy of the proposal shall be prepared and submitted in "Word for Windows," version Microsoft Word 2007 and / or "Excel for Windows", version Microsoft Excel 2007 formats and shall be provided on quality, virus-scanned, virus-free CD-ROM disks. All electronic files must be searchable and will not contain scanned documents. PDF format is acceptable for graphics and photos only. Two disks shall be provided, one shall be marked "Backup Disk". Each electronic media provided and storage case shall have an external label affixed indicating: the name of the Offeror; the RFP number; and a list of the files contained on the electronic media and are marked in accordance with FAR 3.104.
- m. Should there be discrepancies between an Offeror's electronic and hardcopy

version of their cost proposal data, the hard copy version takes precedence over all electronic versions of the proposal. Further, should there be discrepancies between the Offeror's Pricing Model (OPM) and the Offeror's Excel Pricing Model (EPM) data, the EPM takes precedence. Should there be discrepancies between the EPM and Section B prices, Section B pricing shall be the evaluated cost. Any discrepancies between the OPM and EPM or EPM and Section B prices shall be clearly explained in Part 1, Section 2 of the Cost Volume.

2. General Instructions

- a. For pricing purposes, the Offeror shall use the start date of December 1, 2012 (See RFP Sections B for the Period of Performance). The provided cost templates are designed to accommodate a performance period of up to five GFYs.
- b. Offerors and major subcontractors are required to submit one hard copy and one electronic copy of the cost proposal directly to the Government audit office identified in the cover page of the cost proposal concurrent with submittal of the proposal to NASA.
- c. In addition to the Offeror, any major subcontract, Cost Volumes containing BOEs shall be provided for that subcontract following the subsequently specified format.
- d. The Government has provided Cost templates for completion by the Offeror in a Microsoft Excel format. Offerors shall submit the templates in a Microsoft Excel format and shall not submit scanned versions in the electronic submittal.
- e. The Cost volume for the Offeror and major subcontractors shall consist of four separate parts, with each Part consisting of various Sections. Each Part and Section shall be clearly tabbed and labeled. Table L-3 outlines the structure of the four Parts and their respective Sections.

Table L-3: Organizational Structure

Cost Volume – Part 1: General Cost Information	
Section 1 – Cover Page and Table of Contents	
Section 2 – Overall and Price Summary	
Section 3 – Pricing Narrative Basis of Estimate and Supporting Data (PN-BOE)	
Section 4 – Financial Accounting Standards (FAS) 13 Analysis	
Section 5 – Copies of Subcontractor Analysis	
Section 6 – Systems Reviews and Status Information	
Section 7 – Proposed Prime Offeror/Subcontractor Information Summary	
Cost Volume – Part 2: Excel Pricing Model (EPM)	
Section 8 – Workbooks	
1.	Price Summary Table
2.	Maintenance and Modification Services
3.	Procurement/Material Control
4.	CAOT
Cost Volume – Part 3: Offeror Pricing Model (Separate Binder)	
Section 9 – Offeror Pricing Model (OPM)	
Cost Volume – Part 4: Contractor Basis of Estimate (Separate Binder)	
Section 10 – Contractor Basis of Estimate (BOE)	

- f. The cost volume shall include a table of contents for ready reference to key parts, figures, and illustrations. For convenience, the cost volume may be divided into separate binders, provided they are properly identified as such, e.g., “Volume III, Part I”, and must adhere to all other proposal format and page limitations instructions given herein. Cost Volume, Part 3 and Part 4 shall be in separate binders for ease of use during proposal evaluation. For Part 2, each of the workbooks shall be clearly tabbed.
- g. All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx%.
- h. A Work Year Equivalent (WYE) 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. Productive labor hours are defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.). *(Example follows)*

EXAMPLE – WYE ANNUAL PRODUCTIVE HOURS
--

Work Year Hours	2,080
Vacation	(120)
Sick Leave / Jury Duty	(16)
Holidays	(80)
WYE Annual Productive Hours	1,864

- i. Offerors are to assume and propose associated costs for all major meetings, conferences, and briefings required in the performance of the effort will be conducted at NASA Dryden Flight Research Center, Edwards, CA.
- j. For proposal and estimating purposes, the Government will provide all required facility, telecommunications, office equipment and ACES seats for contractor personnel that the Offeror chooses to be located at NASA Dryden Flight Research Center, Edwards, CA.
- k. The Offeror shall propose costs in real year (then year) dollars.
- l. The AOS contractor may procure materials that will be consumed or expended in performing the contract. The nature and quantity of these items would not be expected to vary with the Offeror’s planned approach to performing the work. The Government anticipates that some costs may be difficult to estimate due to a lack of historical data or known future requirements. For proposal preparation and evaluation purposes only, Offerors shall include the Government estimate identified in the following table. These costs are to be included in each contract year. These costs are not burdened with indirect costs nor do they include fee or profit. Offerors shall assess any indirect burden costs and profit to these costs in accordance with their estimating methodology and accounting systems.

Table L-4: Materials, Travel and Training

SOW/CY	Materials	Travel	Training
Aircraft Operations Support/CY1	\$150,000		
Aircraft Operations Support/CY2	\$150,000		
Aircraft Operations Support/CY3	\$150,000		
Aircraft Operations Support/CY4	\$150,000		

Offeror unique Supplies and Materials costs shall be shown as a separate line item on the form.

- m. The Government anticipates that some costs may be difficult to estimate due to a lack of historical data or known future requirements. For proposal preparation purposes

only the following historical data and government estimate is provided. The estimate represents the government's best guess for accomplishing the requirement without incorporation of any one Offeror's specific management or business approach. It is intended to assist you in determining the past magnitude and identifies an unconfirmed future work load.

Historical Data

The following is the past two (2) years work order average, a work order can be a single or multiple items, the categories are from the SOW:

7.3 Maintenance

Weekly Work Order Average:
2010 – 17
2011 – 21

7.7.2 Avionics/Airborne Instrumentation

Weekly Work Order Average:
2010 – 37
2011 – 41

7.7.3 Instrumentation Support

Weekly Work Order Average:
2010 – 24
2011 – 22

7.7.5 Fabrication

Weekly Work Order Average:
2010 – 58
2011 – 73

Past fiscal year deployments include:

DC-8 – 4, both CONUS and OCONUS (120 days)
ER-2 – 4, both CONUS and OCONUS (112 days)
C-20 – 5, both CONUS and OCONUS (70 days)
F-18 – 1, CONUS (7 days)
747SP – 10, CONUS (10 days)

These are the Center aircraft operations from the past fiscal year, these totals cover 21 aircraft consisting of 10 different types:

Approximately 850 scheduled and phase inspections were

performed.

Approximately 2,604 flight hours flown.

Approximately 1,071 sorties flown

These are the projections for the Support aircraft for the coming year:

Projections

G-II/III – 3 minor aircraft inspections (O Level), 1 minor engine inspection (O Level)

T-34 – 1 major engine inspection (I Level), 1 Phase inspection (major aircraft) (I Level), 2 minor aircraft inspections (O Level)

F-15 – 1 minor aircraft inspection (O Level)

F-18 – 4 Phase inspections (we have 4 of these aircraft so these are totals) (I Level), 4 major engine inspections (I Level), 8 minor aircraft inspections (O Level)

B-200 – 2 minor aircraft inspections (we have 2 of these aircraft so these are totals) (O Level), 2 minor engine inspections (O Level)

These projections are based on a 100-150 flight hour rate.

The projected deployments for the coming year:

DC-8 – 2-3, both CONUS and OCONUS (150 days)

ER-2 – 3-4, mostly CONUS (120 days)

C-20 – 3-4, mostly CONUS (70 days)

747SP – 1-2, OCONUS (30 days)

These projections are based on preliminary estimates and past history and they are not necessarily firm dates or locations.

Dryden also experiences cyclic (every few years, usually 3-5 years in length) high intensity maintenance efforts, such as HYPER-X, CEV and SOFIA. These require flexibility in the workforce as the projects are highly schedule driven. We currently do not have one at this time, but SOFIA will begin an aggressive flight schedule within the next 12-18 months.

3. Specific Instructions

Cost Volume, Part 1 - Excel Pricing Model (EPM)

Section 1, Cover Page – The Offeror and subcontractors; in addition to a Table of Contents, shall provide the following information on the cover page of the cost proposal:

- a. Solicitation number
- b. Name, address, and telephone number of Offeror
- c. Name, title and telephone number of Offeror's point of contact
- d. Type of contract, place(s) and period(s) of performance
- e. The total proposed amount, stated in Cost, Fee and Total
- f. Name, address, telephone and fax number of the Government cognizant contract audit office
- g. Name, address, telephone and fax number of the Government cognizant contract administration office
- h. Name and title of authorized representative of the company, and date of submission.

Section 2, Overall and Summary Cost Data – The Offeror shall provide a completed Price Summary Template. The template is part of the Excel Pricing Model.

Section 3, Pricing Narrative Basis of Estimate and Supporting Data – The Offeror and all Major Subcontractors shall provide a Pricing Narrative-Basis of Estimate (PN-BOE) for all proposed cost elements that explains in detail all pricing and estimating techniques, discloses the basis of all projections including a detailed explanation of learning curve application, rates, ratios, percentages, and cost estimating relationship factors, and explains all judgmental elements of cost projections. As a minimum, this includes, but is not limited to, the following:

- a. The Offerors are required to propose realistic direct labor and labor escalation rates. Offerors shall provide adequate documentation in support of all proposed direct labor rates. Wage/salary increases shall be in compliance with any applicable union agreements, collective bargaining agreement, wage determination, etc. Offerors shall provide the latest three years of historical labor escalation for similar projects, if available. Include the rationale and methodology used for the annual escalation rate development – including escalation assumptions, sources of projections, how these rates are reflective of your prior company experience, and how they relate to your total compensation package.

- b. Offerors are required to propose realistic WYE staffing. Offerors shall provide adequate documentation in support of all proposed direct labor WYE, productive labor hours and learning curve application for recurring labor.
- c. If Offerors propose the use of uncompensated overtime, identify hours of uncompensated overtime proposed by the Offeror's labor category by Statement of Work Cost Summary Template (see below EPM instructions) and provide a summary of the total hours of uncompensated overtime by labor category and provide adequate narrative support in the PN-BOE.
- d. Flight pay bonuses for aircraft flight crews shall be identified and justified if proposed.
- e. Offerors will utilize established Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Proposal (FPRP) in development of this cost proposal. For all FPRA and FPRP utilized in an Offeror's cost proposal, the Offeror is to provide a statement identifying the agreement by report number, date issued, and the issuing agency's office and phone number. A copy of the FPRA and/or FPRP is to be included (this document may be a scanned PDF file). Should an Offeror deviate from the published FPRA or FPRP, a written explanation and justification shall be included in the supporting information, stating the rationale and methodology used for the varying rate development and indicating a clear description of the projected rate.
- f. Offerors that do not have established FPRA/FPRP are required to provide a narrative rationale explaining all proposed indirect rates, any assumptions, and basis of applications, as part of this section. Additionally, Offerors shall complete and submit an "Overhead Template (OHT)" for each proposed indirect rate, and a "General and Administrative Template (GAT)" for all of their G&A rate(s). The OHT and GAT templates can be found in the EPM, and shall be submitted with the EPM.
- g. The Offeror is required to propose realistic material and other direct costs. The Offeror shall provide adequate documentation in support of all proposed direct non labor costs items.
- h. The Offeror shall provide a description of proposed fee structure. If a fee sharing pool arrangement is proposed, include a discussion of the arrangement and the distribution of fee earned. All Offerors and Subcontractors fees shall be proposed at the maximum potential award fee amount.

Section 4, Financial Accounting Standard (FAS) 13 Analysis - Prime Offerors and all Major Subcontractors shall perform and submit a FAS 13 analysis, as required by FAR 31.205-11 and FAR 31.205-36, in determining the classification of a lease as operating or capital. This applies only to proposed facilities and capital equipment. A negative statement shall be placed in Section 4 should an offeror not propose facilities or capital equipment.

Section 5, Copies of Subcontractor Analysis – The Offeror and all Major Subcontractors shall perform and submit a copy of a cost and / or price analysis of their subcontractors as required by FAR 15.404-3(b). The proposal shall provide details and a discussion on all adjustments made to the subcontractor's cost proposal, including any adjustments based on technical findings, rate

adjustments, and fee adjustments. The proposal shall provide a discussion on the use, or non-use of any adjustments based on Offeror history with the subcontractor.

Section 6, Systems Reviews and Status Information

- a. Offerors and their major subcontractors are to provide for themselves: (1) the current status of, (2) date of last review, and (3) name, address, and phone number of the governmental agency who performed the review for the systems listed below, and (4) the audit report number. If the review has not been performed or is not required, Offerors are required to provide a negative response. In addition to any narrative provided, the following Table shall be used to provide the required information. Offeror’s attention is directed to FAR 16.304-3(a)(3) for the submission on the status of their accounting as determined by the government. The following table may be resized or modified by the Offeror but the information provided shall adhere to the basic format contained in the following table:

Table L-5: Section 6 Systems Status

System	Status	Date of Last Review	Review Office	Report #
Contractor Estimating System Review (CESR)				
Contractor Purchasing System Review (CPR)				
Contractor Billing System Review				
Contractor Accounting System Review				
Contractor Disclosure Statement Accuracy				
Contractor Executive Compensation Review				
Determination of Cost Accounting Standards (CAS) Applicability				
Level of CAS applicability				

Section 7, Proposed Prime Offeror/Subcontractor Information Summary – The Offerors and all Major Subcontractors shall complete and submit Table L-1, shown below:

Table L-6: Proposed Prime Offeror/Subcontractor Information Summary

Offerors are to fill-in the italic areas in column two with the required information	
Prime Offeror/Major Subcontractor	<i>Identify name of the Prime Offeror or Major Subcontractor</i>
Title:	<i>The title of the effort you have subcontracted or the program name subcontracted</i>
Description:	<i>A brief non technical description of the work, including identification of the program, project and period of performance.</i>
Program:	<i>Insert Name of Program</i>
Project:	<i>Insert Name Project</i>
Period of Performance:	<i>The length from start date, mm/dd/yyyy to completion date of the contracted effort.</i>
Type of Action:	<i>Identify New Contract, Contract Modification, Exercise of Option, Exercise new task or delivery order, or other. If other state the nature of the type of action.</i>
Contract Type:	<i>Identify the contract type, CPFF, CPAF, FFP, T&M, CPFF, FPIF, etc.</i>
Company:	<i>The name of the Prime Offeror or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX. <u>The 9 digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Options	<i>Dollar amount rounded to the nearest \$1,000</i>
Subcontractors: (\$>1M)	<i>List all Subcontractors and their business size status for each subcontract worth \$1 million or more for the total contract performance.</i>
Socioeconomic Business Subcontracting Goals:	<i>All socioeconomic business goals subcontracting goals both in dollars and percentage of the total value of the contract (including all options)</i>

Cost Volume, Part 2 - Excel Pricing Model (EPM)

a. To ensure a consistent evaluation among Offerors, NASA is providing four (4) Microsoft Excel® files/workbooks designed to capture proposed cost information in an automated and standardized format. The 4 Microsoft Excel workbooks are shown in Table L-7 below.

Table L-2: Excel Pricing Model (EPM)

Excel Pricing Model (EPM)			
#	Workbook	Excel File Name	Hardcopy RFP Location
1	Price Summary Table	Price Summary.xls	L.3
2	Maintenance and Modification Services	MandM.xls	L.4
3	Procurement/Material Control	PMC.xls	L.5
4	CAOT	CAOT.xls	L.6

- b. Workbook names included in an Offeror’s EPM shall begin with the company name’s first three letters followed by a hyphen and the workbooks file name. Below is an example of how company “ABC” would name their Cost Volume workbooks:

Example: “ABC- Primary Pump.xls”

- c. The Offeror shall use the cost template acronyms, shown below in Table L-8.

Table L-3: Template Acronyms

Template Acronyms
Cost Workbook(s)
CST - Cost Summary Template
LPT - Labor Pricing Template
ILCT – Indirect Labor Cost Template
ICT – Indirect Cost Template
PST - Project Summary Template
Support Data Workbook(s)
ILRT – Indirect Labor Rate Template
IRT - Indirect Rate Template
STRT - Summary Technical Resources Template, Subcontractor WYE
SCT - Subcontractor Cost Template
TCT - Travel Cost Template
MCT – Material Cost Template
ODCT – Other Direct Cost Template
OHT - Overhead Template
GAT - General and Administrative Template
PHCT-T - Productive Hours Conversion Template – Team

CAOT - Cognizant Audit Office Template

- d. The EPM shall be integrated to facilitate changes to source data such as direct labor hours and / or rates, overhead and G&A rates, etc., and be sophisticated enough to compute the total impact of various changes to both cost and price. For example; the model must be able to compute the cost and price impact of increasing/decreasing the number of WYEs, or increasing/decreasing the overhead rate(s).
- e. All formulas used in the EPM shall 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 EPM shall not contain any macros and/or hidden cells. Additionally, the EPM shall not be locked / protected and / or secured by passwords.
- f. Selected templates have formulas pre-populated by the Government as a courtesy. Offerors are responsible for ensuring the accuracy of these formulas and editing/correcting them as necessary.
- g. Offerors can modify the EPM by adding columns and rows to fit their proposal information as necessary. The EPM contains several self-calculating cells and it shall summarize totals. Offerors should pay attention to the notes on each worksheet/tab regarding the instructions relating to formulas already provided by the Government. In general, yellow areas require Offeror input while grey areas either contain a Government provided formula or require a formula to be added by the Offeror. In selective templates, example entries are provided and identified in red. These example entries shall be removed prior to the use of a template. Subcontractor fees are to be stated as negotiated with the prime contractor.
- h. Workbooks specific instructions are as follows:
 1. Cost Summary Template (CST): is designed to summarize the total price (profit included) for each Statement of Work cost area to be cost. Statement of Work areas to be cost are; 7 Maintenance and Modification Services, and Procurement/Material Control.
 2. Labor Pricing Template (LPT): is designed calculate labor costs by multiplying the Offeror's labor rate by labor categories. The summed labor costs are divided by the summed labor hours for a labor category labor rate. Labor hours and direct labor costs shall equal the CST labor hours and direct labor costs. Productive Labor hours are as identified in the PHCT-T tab. One WYE shall equal one productive hour category per contract year.
 3. Indirect Labor Cost Template (ILCT): is designed to calculate the indirect labor costs associated with the Offeror's direct labor costs by GFY. GFY Indirect rates are taken from the ILRT template. The ILCT costs shall equal the CST Indirect Labor Fringe and Overhead costs.

4. Indirect Labor Rate Template (ILRT): is designed to calculate the weighted indirect labor rates for the CY based on a distribution of the Offeror's fiscal year. The ILRT rates are used on the ILCT to calculate the indirect labor costs.
5. Indirect Cost Template (ICT): is designed to calculate the indirect costs associate with the non-labor recourses direct costs. The ICT indirect costs are summarized on the CST template. The ICT costs shall equal the CST Indirect Labor G&A, COM and other indirect costs.
6. Indirect Rate Template (IRT): is designed to calculate the weighted indirect non labor rates for the GFY based on a distribution of the Offeror's fiscal year. The IRT rates are used on the ICT, template to calculate the indirect non labor costs.
7. Summary Technical Resources Template (STRT): summarizes a prime Offeror's subcontractor WYE by CY. The staffing WYE should be proposed on a WYE not productive labor hours or costs.
8. Subcontractor Cost Template (SCT): identifies the major and minor subcontractor proposed costs by CY. The total Subcontractor Costs shall be the same as the amount shown on the CST templates Miscellaneous sub contractors, inclusive contract costs less than \$1 million per subcontractor, may be summarized as a single line. Subcontractor cost shall be the same amount as shown on the CST template.
9. Travel Cost Template (TCT): identifies the Offeror's travel costs by CST. The total amount shall be the same as the amount shown on the CST.
10. Material Cost Template (MCT): material costs shall be identified by vendor, and GFY. A separate MCT shall be prepared for eachCST. Material costs shall be the same amount as shown on the CST template.
11. Other Direct Cost Template (ODCT): other direct costs are identified by vendor, and GFY. The total amount shown on this template shall equal the amount proposed in the cost summary workbook. OD costs shall be the same amount as shown on the CST template.
12. Overhead Template (OHT): discloses the Offeror's overhead rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to GFY rates. The GFY OH rates shall be the same as the ILRT template indirect rates used to calculate the Overhead costs.
13. General and Administrative (GAT): discloses the Offeror's G&A rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to GFY rates. The GFY GAT rates shall be the same as the IRT template indirect rates used to calculate the G&A costs

14. Productive Hours Conversion Template (PHCT-T): discloses the Offeror's and subcontractor's productive labor hours by GFY for each SCL.
15. Cognizant Audit Office Template (CAOT): This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and proposed major subcontractors and minor subcontractors as appropriate) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for the prime Offeror, (3) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for companies, partners (in a teaming, joint venture or partnership situation) or proposed major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent. The name, location and contact information for the DCMA PACO or ACO.

Cost Volume Part 3 – Offeror's Pricing Model (OPM)

- a. The Offeror's Pricing Model (OPM) shall be time-phased by Contract year, and separated by Statement of Work cost area. Additionally, it should follow the format specified in Table 15-2 of FAR 15.408.
- b. The OPM shall be true self-calculating spreadsheet files that allow for easy cost adjustments arising from changes in types, quantities, rates, factors, etc. The submission of scanned documents inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited. All documents in an OPM shall be searchable and capable of being manipulated. These instructions, including the requirements for detailed cost and substantiation information are equally applicable to the Prime Offeror and all Major Subcontractors.

Cost Volume – Part 4 Contractor Basis of Estimate (BOE)

The Offeror and proposed major subcontractors shall submit a separate BOE part in the cost volume. The purpose of this part is to give the Government insight into the thought processes and methodologies used by the Offeror in estimating the labor skill mix by labor hours, other direct costs, etc., required for successful performance on this contract for the cost estimates. Emphasis should be placed on a description of the processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The BOE part shall be at the same CST level as the cost proposal. The Offeror shall include a matrix allowing traceability to the Mission Suitability Volume and other pertinent parts of this Cost Volume. The information provided under this part will be used to assess the reasonableness and realism of the Offeror's estimate and will be utilized in developing the Government's most probable cost rationale.

A BOE shall address elements as follows:

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- a) Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- b) Complexity factors utilized - all factors must be defined; explain the rationale for their use and basis of the factor.
- c) Use of any other cost-estimating relationships to include learning curve analysis; explain the rationale for their use and basis of the factor.
- d) How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s).
- e) Data to support cost volume labor rates, labor hours by skill, travel requirements, and other direct costs. The BOE should explain the genesis of the labor categories including the rationale for the entire skill mix and evolved skill mix.
- f) Data to support materials costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.
- g) Data to support subcontractor costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.
- h) Provide a list of subcontractors and an award schedule showing when the subcontract will be awarded and the start or arrival date of the subcontract effort.
- i) For software explain the rationale for and estimates used for new, modified, re-used and programmer productivity.

(End of provision)

L.25.9 Model Contract-Volume IV

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The completed (blocks 12-18) and signed SF33 and the pages with the required fill-ins must be submitted. The Offeror shall provide one signed original SF 33s. Annual representations and certifications shall be completed electronically and submitted with this volume in accordance with provision K.7, Annual Representations and Certifications (FAR 52.204-8).

All SF 33s require original signatures; the Offeror shall provide 1 originals.

- i. Offerors shall indicate, in Block 12 of the SF 33, a proposal validity period of **240** days. However, in accordance with Paragraph (d) of FAR provision 52.215-1, "Instructions to

Offerors--Competitive Acquisitions,” a different validity period may be proposed by the Offeror.

- ii. Provide the names, email addresses, and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.
- iii. NASA is not accepting alternate proposal in response to this solicitation.

(b) SUMMARY OF INNOVATIONS AND EFFICIENCIES

Include in the proposal (attached to the transmittal letter) a statement of acceptance of the proposed contract terms and conditions incorporated in this RFP and that will be included in the resultant contract.

Include a cross-reference summary list of any new proposed terms, conditions, clauses, and innovations or efficiencies proposed by the Offeror which are of benefit to the Government. The full discussion of proposed innovations and efficiencies and the benefit to the Government shall be contained in Volume I as appropriate.

Offerors are cautioned that exceptions may result in a determination of proposal unacceptability, may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror’s competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

i. Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, project reporting and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved, by DCAA, without condition. Provide documentation showing approval status including the following:

- Name of system/software
- Length of approval
- Provide 3 Contract Name(s) and Numbers where the business systems are currently in use
- Provide the name, number and email address of the COTR and CO, for each contract
- Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3, Cost Sharing Contracts, requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system. Additionally, in accordance with Requirements For Cost Tracking and Accounting and Associated Business

Systems, the Offeror shall provide evidence of their systems ability to employ an accounting and financial system capable of accurately collecting, segregating and recording costs by the contract as specified in the DRD-M02, NASA Contractor Financial Management Data (NF 533).

ii. Responsibility Information

Provide information addressing all of the elements under FAR 9.104, Standards, to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume. Provide reference points for those items that will not be addressed in this section).

NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Notice. The Contracting Officer has determined that this acquisition may give rise to a organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The Contracting Officer shall not award a contract until NASA determines any conflict of interest is reasonably resolved. The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably resolved. The OCI plan will not be evaluated as part of mission suitability. However, before being eligible to receive an award, the Offeror shall submit an acceptable OCI plan (including mitigation plans for any identified OCIs). As such, the Government may communicate with any Offeror at anytime during the evaluation process concerning its OCI plan.

Eligibility Requirement: To be eligible for award, Offerors must submit a response to DRD-M10 “Organizational Conflict of Interest”. The plan shall demonstrate how the Offeror minimizes conflicts or potential conflicts to an acceptable risk level. If no conflicts of interests are identified by the Offeror in response to DRD-M10 block 8.c.3, a statement to that effect and a synopsis of the analysis done to support the negative response shall be submitted.

(b) Description of Potential Conflict. The nature of this conflict is providing as described below (Provided by the Offeror) :

(c) Responsibility of Offeror.

(1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an organizational conflict of interest associated with the proposal it submits. The Offeror must explain the actions it intends to use to resolve any organizational conflicts of interest it finds in the Government’s assessment and its own assessment.

(2) Offerors must inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations, in their proposal. The contracting officer will use this information to determine whether resolution of those conflicts will be required.

(3) If the Offeror’s proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the

organizational conflict of interest.

(d) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –

(1) there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or

(2) the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

(f) Termination for default. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

iii. Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

iv. Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) Clause 1852.227-70, “New Technology” and NFS provision 1852.227-71, “Request for Waiver to Rights to Inventions”. Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

v. Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.11, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement. A copy of the Offeror’s disclosure statement applicable to the resultant contract shall be submitted and the Offer shall clearly identify where in the disclosure statement where the following are addressed: Contractor Purchasing, Requirements for Cost Tracking and Accounting and Associated Business Systems.

vi. Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror’s proposal and the subcontract value associated with each entity. This listing shall also include the subcontractors size classification (i.e. Small business (SB), Woman Owned Small Business (WOSB), etc) and cage code.

(End of provision)

(END OF SECTION)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

M.2 AWARD WITHOUT DISCUSSIONS

The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(End of provision)

M.3 EVALUATION FACTORS FOR AWARD

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. All unacceptable proposals will be eliminated from further evaluation.

Proposals will be evaluated by the Source Evaluation Board (SEB) in accordance with applicable regulations which include the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement. The SEB will assess the relative qualities of each proposal solely on the factors and subfactors specified below, and identify findings, including strengths, significant strengths, deficiencies, weaknesses, significant weaknesses and risks supporting that assessment. The SEB will carry out the evaluation activities and report its findings to the Source Selection Authority (SSA) who is responsible for making the source selection decision.

The Government may award a contract based on the initial offer received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the Offeror can submit to the Government.

The Government will award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value to the Government. This procurement shall be conducted utilizing a combination of mission suitability, past performance and cost/price evaluation factors. The lowest price proposals may not necessarily receive an award; likewise, the highest technically rated proposals may not necessarily receive an award.

Of the three evaluation factors, mission suitability and past performance, when combined, are significantly more important than cost/price. Mission suitability is more important than past performance, which is more important than cost. Cost is least important.

The Government will evaluate the Offeror’s proposal using the factors and subfactors below. Although proposals are organized by factors and subfactors, the Government will conduct an integrated evaluation, considering any proposal data in its evaluation of each factor and subfactor, therefore all aspects of the Offeror’s proposal will be considered during the evaluation process.

Note: At the time of proposal, Offerors shall possess a Facility Clearance Level (FCL) at the SECRET level. Offerors shall provide documentation of current FCL with proposal. Any proposal that does not provided documentation of current FCL will be considered unacceptable.

Eligibility Requirement: To be eligible for award, Offerors must submit a complete and acceptable response to DRD-M10 “Organizational Conflict of Interest Mitigation Plan”. An eligibility criterion for award is evaluated on the basis of pass/fail. An Offeror that fails to submit an acceptable plan will be ineligible for award. The plan will be assessed for acceptable level of risk mitigation. Acceptability will be based on the thoroughness in which the Offeror addresses the handling of potential OCIs, whether identified OCI’s are mitigated to an acceptable level, and whether a negative response to DRD-M10 block 8.c.3 is supported by a thorough analysis.

(End of provision)

M.4 Mission Suitability Factor Volume I

The Mission Suitability factor and associated sub-factors are used to assess the ability of the Offeror to provide and administer the requirements of the SOW. The Offeror’s degree of understanding of the requirement will be assessed in all Mission Suitability subfactors. The Mission Suitability sub-factors and their corresponding weights reflecting relative importance are listed below. These weights are intended to be used as a guideline in the source selection decision-making process.

Technical Approach	250 points
Management Approach	450 points
Safety, Health & Environmental Approach	200 points
Small Business Utilization	<u>100 points</u>
TOTAL	1000 points

Proposals will be evaluated and scored numerically based upon the sub-factors set forth below.

Mission Suitability subfactors shall be evaluated using the following adjectival ratings, definitions, and percentile ranges.

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
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 off-set 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

The Offeror will be evaluated and scored based on the Mission Suitability sub-factors set forth below.

(Note: the following outline listing should not be construed as an indication of the order of importance or relative weighting within the individual mission suitability sub-factors as there are no discrete point values attached to any of the subset paragraphs.)

- Technical Approach (TA) – Mission Suitability Sub-factor 1
 - TA1. Scenario 1
 - TA2. Scenario 2
 - TA3. Scenario 3

- Management Approach (MA) – Mission Suitability Sub-factor 2
 - MA1. General Approach to Performing the SOW
 - MA2. Organizational Structure
 - MA3. Phase-In Plan
 - MA4. Key Personnel
 - MA5. Skill Mix and Skill Level Definition
 - MA6. Training and Certification Plan
 - MA7. Quality Plan

- Safety, Health and Environmental (SHE) Approach – Mission Suitability Sub-factor 3

- Small Business Utilization (SBU) – Mission Suitability Sub-factor 4
 - SBU1. Small Business Subcontracting
 - SBU2. Commitment to the Small Business Program

M.4.1 Technical Approach (TA) - Mission Suitability Sub-factor 1

The Offeror’s demonstrated in-depth understanding of the requirements (with supporting rationale) will be evaluated in Technical Approach sub-factors (scenarios) as described below.

A lack of resource realism in the overall proposal or in the various technical scenarios may adversely affect the Offeror’s overall Mission Suitability score and, in the case of cost reimbursable requirements, may subsequently result in cost realism adjustments under the cost evaluation factor.

TA1. Scenario 1

The Government will evaluate the Offeror’s Scenario 1 response for overall demonstrated comprehensive understanding, effectiveness, soundness, feasibility, efficiency and consistency. For any proposed improvements, innovations, and efficiencies, the Government will evaluate the appropriateness and its potential for implementation in the contract. Failure to capture proposed efficiencies and innovations may result in loss of mission suitability points.

TA2. Scenario 2

The Government will evaluate the Offeror’s Scenario 2 response for overall demonstrated comprehensive understanding, effectiveness, soundness, feasibility, efficiency and consistency. For any proposed improvements, innovations, and efficiencies, the Government will evaluate the appropriateness and its potential for implementation in the contract. Failure to capture proposed efficiencies and innovations may result in loss of mission suitability points.

TA3. Scenario 3

The Government will evaluate the Offeror’s Scenario 3 response for overall demonstrated comprehensive understanding, effectiveness, soundness, feasibility, efficiency and consistency. For any proposed improvements, innovations, and efficiencies, the Government will evaluate the appropriateness and its potential for implementation in the contract. Failure to capture proposed efficiencies and innovations may result in loss of mission suitability points.

M.4.2 Management Approach (MA) - Mission Suitability Sub-factor 2

The Offeror’s management approach (with supporting rationale) for fulfilling the contract requirements will be evaluated using the Management Approach paragraphs as described below.

MA1. General Approach to Performing the SOW

The soundness and adequacy of the Offeror’s method and the approach to perform the requirements and effectively respond to high intensity work periods. The effectiveness of the Offeror’s management approach to address all functional elements of the SOW and their interrelationship. Ability of the Offeror’s management system to provide effective planning, managing and controlling of resources.

MA2. Organizational Structure

How the organization provides clear internal and external lines of authority. The extent of autonomy and authority granted to the Site Manager by a parent organization to manage local operations and the effectiveness of the Offeror’s approach to teaming and subcontracting.

MA3. Phase-In

The Offeror’s response to the requested items from DRD-M08 Contract Phase-In Plan will be evaluated for overall demonstrated comprehensive understanding, effectiveness, feasibility, efficiency, and completeness.

MA4. Key Personnel

The Offeror’s response will be evaluated for the experience (technical and management) of each key person for the position being proposed, the qualifications, the past performance record, the rationale for designating a particular position and the degree of commitment.

MA5. Skill Mix and Definition

The proposed skill mix for performing the requirement and adequacy of overall labor category definitions and requirements (years of experience, education, etc.) to ensure a qualified and capable workforce.

MA6. Training and Certification Plan

The Offeror’s response to the requested items from DRD-M06 Training and Certification Plan will be evaluated for overall demonstrated comprehensive understanding, completeness, effectiveness, feasibility, and efficiency.

MA7. Quality Plan

The Offeror’s response to the requested items from DRD-Q01 will be evaluated for overall demonstrated comprehensive understanding, effectiveness, feasibility, efficiency, and completeness.

M.4.3 Safety, Health and Environmental (SHE) Approach -Mission Suitability Sub-factor 3

SHE1. Safety, Health and Environmental Plan

The Government will evaluate the Offeror’s approach to preventing injuries and illnesses. This evaluation will include:

- a) The overall quality of the Safety, Health and Environmental Management Plan (DRD-S01) and how thoroughly it addresses each item in the DRD.
- b) How well the plan identifies the hazards associated with the statement of work tasks and methods to eliminate or control them.
- c) The Offeror’s proposed policies, procedures, and techniques used to ensure safety and health of its employees and any subcontractors and teaming partners.

- d) Innovations and proactive programs which can be substantiated to reduce injuries, mishaps or overall safety risk in accomplishing the tasks described in DRD-S01, Safety, Health and Environment Management Plan, may result in strengths for the Safety and Health sub-factor.

M.4.4 Small Business Utilization (SBU) - Mission Suitability Sub-factor 4

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.

SBU1. Small Business Subcontracting

The Small Business Subcontracting Plan and Reports, DRD-M05, will be evaluated in terms of reasonableness and soundness of the Offeror's independent assessment to achieve the proposed overall subcontracting goals, 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. Additionally, the Offeror's rationale for proposing higher and/or lower goals than those determined appropriate by the Contracting Officer will also be evaluated. The information provided in the Small Business Subcontracting Tables, Attachment L-1, will be evaluated in addition to the supplied narrative.

Small businesses are not required to submit subcontracting plans. The Government 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.

SBU2. Commitment to the Small Business Program

The Government 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). The Government will evaluate the potential risks or impacts to performance throughout the site when subcontracting out such efforts and the associated mitigations of those risks.

The Government 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 and to support their development. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

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

M.5 Past Performance Factor Volume II

The evaluation of Past Performance will be conducted in accordance with the FAR 15.305(a)(2), Proposal Evaluation, and NFS 1815.304-70, NASA Evaluation Factors. The Past Performance evaluation is an assessment of NASA's confidence in the Offeror's ability to perform the solicitation requirements, based upon the Offeror's relevant performance under previously awarded contracts.

The Government will evaluate all relevant past performance areas. Elements of the Past Performance evaluation are technical performance in areas germane to the SOW, the Offeror's management performance on other relevant contracts, meeting cost and schedule goals, customer satisfaction, labor relations, facility and systems operations, use of excess capacity, use of corporate resources, and small business performance. The evaluation will consider the Offeror's past performance on safety and health, where consideration will be given to OSHA citations, OSHA incident rates, and OSHA 300/300A reports. The evaluation will consider the Offeror's past performance and illustration of compliance with environmental regulations. The evaluation will be based on information provided by the Offeror in its narrative, from the Past Performance Questionnaires (Attachment L-2), and from communications with listed references, as well as any other information obtained independently by the SEB for example: through the Past Performance Information Retrieval System (PPIRS).

Past Performance will be evaluated for each Offeror using the following levels of confidence 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. ** (One or more significant strengths exist. No significant weaknesses exist.)

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. ** (One or more significant strengths exist. Strengths outbalance any weakness.)

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. ** (There may be strengths or weaknesses, or both.)

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. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)

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. ** (One or more deficiencies or significant weaknesses exist.)

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)].

(End of provision)

M.6 Cost and Price Factor Volume III

Although the cost volume is not numerically scored nor receives an adjectival rating, it is important in determining that the Offeror understands the solicitation and the resources required. The cost factor is used to determine what the Offeror's proposal will probably cost the Government should it be selected for award.

A cost realism analysis will be conducted to ensure that a fair and reasonable price is paid by the Government and to assess the reasonableness and realism of the proposed costs. 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 'probable cost'. As noted in FAR 15.404-1(d)(1), the cost realism analysis consists of 'independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal'.

For purposes of source selection, and in accordance with FAR 52.217-5 'Evaluation of Options,' the total proposed cost will be utilized. The total proposed cost consists of: the Phase-In Price, Base Period Cost, the two- one year options and the one-fourteen month option.

The cost evaluation will be conducted in accordance with FAR 15.305(a)(1), FAR 15.404, NFS 1815.305(a)(1)(B) and (a)(3)(B), and NFS 1815.404.

The status of an Offeror's systems and audits of such systems will be considered part of the cost evaluation.

An evaluation of the award fee rates proposed shall also be conducted. The proposed fee will be reviewed for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance. Fee dollars will not be adjusted in a probable cost adjustment.

The results of the Government's cost evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection decision. The results of the analyses do

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not provide a basis for an upward price adjustment after award.

(End of provision)

(END OF SECTION)