

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 90	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNL13451174R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 12/19/2012
7. ISSUED BY NASA/Langley Research Center 5 Langley Blvd., Bldg. 2101 M/S 12 Hampton VA 23681-2199		CODE LARC		8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in See Attachment 1 until 1300 ET local time 02/19/2013
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Bobbi Forbes	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS bobbi.forbes@nasa.gov
		AREA CODE 757	NUMBER 864-1770	EXT.	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1 - 2	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	34-55
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	56
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	6 - 7	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	8 - 9	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	57-68
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	10-11	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	69-85
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	12-17	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	86-90
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	18-33				

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Roberta I. Keeter		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNL13451174R

PAGE 2 OF 90

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Base Year Period of Performance July 15, 2013 through July 14, 2015: Basic and applied research, technology development, systems analyses, and systems integration in airborne and ground-based systems critical to flight safety, management and control for crew systems and aviation operations, safety-critical aviation systems, and flight critical systems analysis and integration.				
002	Option Period 1, Period of Performance July 15, 2015 through July 14, 2016: Basic and applied research, technology development, systems analyses, and systems integration in airborne and ground-based systems critical to flight safety, management and control for crew systems and aviation operations, safety-critical aviation systems, and flight critical systems analysis and integration. (Option Line Item)				
003	Option Period 2, Period of Performance July 15, 2016 through July 14, 2017: Basic and applied research, technology development, systems analyses, and systems integration in airborne and ground-based systems critical to flight safety, management and control for crew systems and aviation operations, safety-critical aviation systems, and flight critical systems analysis and integration. (Option Line Item)				
004	Option Period 3, Period of Performance July 15, 2017 through July 14, 2018: Basic and applied research, technology development, systems analyses, and systems integration in airborne and ground-based systems critical to flight safety, management and control for crew systems and aviation operations, safety-critical aviation systems, and flight critical systems analysis and integration. (Option Line Item)				

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LaRC 52.201-90 NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (MAR 2012)

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no numbered cite designation. Those clauses were written by LaRC for this specific contract or were written as generic Agency clauses specific for this contract type.

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to provide and/or perform the requirements delineated in the Performance Work Statement (PWS), incorporated in Section J, Exhibit A and as further delineated in task orders issued under the contract. The Contractor shall also be responsible to deliver the documents contained within Section J, Exhibit B, Contract Documentation Requirements.

CONTRACT LINE ITEM NUMBERS (CLINs)		
CLIN	DESCRIPTION	PERIOD OF PERFORMANCE
001	BASE PERIOD: The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders pursuant to Section H.6, Task Ordering Procedures (NFS 1852.216-80).	24 months
002	OPTION YEAR 1: The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders pursuant to Section H.6, Task Ordering Procedures (NFS 1852.216-80).	12 months*
003	OPTION YEAR 2: The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders pursuant to Section H.6, Task Ordering Procedures (NFS 1852.216-80).	12 months*
004	OPTION YEAR 3: The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders pursuant to Section H.6, Task Ordering Procedures (NFS 1852.216-80).	12 months*

*Should the Government elect to exercise the option year.

(End of clause)

B.3 LaRC 52.216-90 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (MAR 2012)

The Government will order through the issuance of task orders a minimum quantity of work in the amount of \$10,000 per each individual contract. There will be no further obligation on the

part of the Government to issue additional task orders thereafter. The total maximum contract value is \$9,500,000 for all contracts awarded, should the Government elect to exercise option years 1, 2 and 3. However, this is a multiple award contract and the Government anticipates ordering no more than this amount under all contracts combined during a potential five-year-period of performance.

(End of clause)

B.4 NFS 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)

The estimated cost and fixed fee of the contract is the sum of the estimated costs and fixed fee set forth for individual task orders issued by the Government pursuant to Section H.6, Task Ordering Procedures.

(End of clause)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the FAR 52.232-22, Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in task orders. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer and covers the estimated period of performance as specifically designated in task orders issued in accordance with the contract terms and conditions.

(b) An additional amount (as specifically designated in each task order) is obligated under each task order for the payment of fee.

(c) The Limitation of Funds Clause, FAR 52.232-22 (APR 1984) applies at the task order level.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items or services below in accordance with the PWS titled "Flight Critical Systems Research" in Section J, Exhibit A and the Contract Documentation Requirements in Section J, Exhibit B.

(End of clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE - SECTION D

Clause(s) listed at the beginning of this Section are incorporated by reference are with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

None included by reference

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

None included by reference

D.2 NFS 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 Performance Work Statement 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.

(d) Specific Packaging, Handling, and Transportation Instructions will be listed at the task order level, if required.

(End of clause)

D.3 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the

standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

(1) Item Description

(2) Unique Identification Number (License Tag)

(3) Unit Price

(4) An explanation of the data used to make the unique identification number

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service

(2) Item condition

(e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA center receiving activity listed below:

NASA Langley Research Center
4 South Marvin Street (Bldg. 1206)
Hampton, VA 23681-2199

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE - SECTION E

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

CLAUSE NUMBER	CLAUSE TITLE
52.246-9	INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

None included by reference

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standards selected below:

- (1) ISO 9001, Quality Management Systems Requirements
- (2) Capability Maturity Model Integration for Development (CMMI– DEV)
Capability Level 2 or higher

(End of clause)

E.3 NFS 1852.246-73 HUMAN SPACE FLIGHT ITEM (MAR 1997)

The Contractor shall include the following statement in Human Space Flight Item related subcontracts and purchase orders placed by it in support of this contract, without exception as to amount or subcontract level:

"FOR USE IN HUMAN SPACE FLIGHT; MATERIALS, MANUFACTURING, AND WORKMANSHIP OF HIGHEST QUALITY STANDARDS ARE ESSENTIAL TO ASTRONAUT SAFETY.

IF YOU ARE ABLE TO SUPPLY THE DESIRED ITEM WITH A HIGHER QUALITY THAN THAT OF THE ITEMS SPECIFIED OR PROPOSED, YOU ARE REQUESTED TO BRING THIS FACT TO THE IMMEDIATE ATTENTION OF THE PURCHASER."

(End of clause)

E.4 FINAL INSPECTION AND ACCEPTANCE

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative as specified in each individual task order.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2 (FEB 1998), Clauses Incorporated by Reference, of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

CLAUSE NUMBER	CLAUSE TITLE
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.247-34	F.O.B. DESTINATION (NOV 1991)

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

None included by reference

F.2 PERIOD OF PERFORMANCE

(a) The period of performance for this contract is as follows:

CLIN	LENGTH	PERIOD OF PERFORMANCE
001 Base Period	24 months	The period of performance shall be 24 months from the effective date of the contract.
002 Option Period 1	12 months	The period of performance shall be extended to 36 months from the effective date of the contract, should the Government elect to exercise this option.
003 Option Period 2	12 months	The period of performance shall be extended to 48 months from the effective date of the contract, should the Government elect to exercise this option.
004 Option Period 3	12 months	The period of performance shall be extended to 60 months from the effective date of the contract, should the Government elect to exercise this option.

(b) In addition, each task order issued will identify a specific period of performance. Issuance of task orders will not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the period of performance shall not exceed 6 months beyond the contract period of performance.

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The work to be performed under this contract shall be performed at the following location(s):

- (1) contractor's facility,
- (2) any subcontractor's facility (if applicable), and
- (3) other sites as may be designated by individual task orders.

(End of clause)

F.4 LaRC 52.211-96 DELIVERY REQUIREMENTS (MAR 2012)

(a) Delivery is required to be made as specified in each task order and Section J, Exhibit B, Contract Documentation Requirements.

(b) Delivery shall be f.o.b. destination unless otherwise specified in the task order.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

None included by reference

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.227-70	NEW TECHNOLOGY (MAY 2002) (not applicable to SB or nonprofit organization)
1852.227-85	INVENTION REPORTING AND RIGHTS - FOREIGN (APR 1986) (use when work is performed outside the U.S. by contractors that are not domestic firms)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)
1852.245-75	PROPERTY MANAGEMENT CHANGES (JAN 2011)
1852.245-76	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011) (as specified in individual task orders)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

G.2 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

The following formulas are provided as a convenience for calculating the interim fee, provided the formulas produce a reasonable percentage as compared to completion of work. The Contractor should show both formulas on the fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not in accord with the completion of work, the fee formula will be adjusted, or another methodology that is mutually acceptable and results in a more realistic fee billing may be utilized instead.

- (a) $\frac{\text{Cost Incurred to Date}}{\text{Contract Estimated Cost}} = \text{___}\%$
- (b) $\frac{\text{Months of Performance Expended to Date}}{\text{Contract Period of Performance (Months)}} = \text{___}\%$

(End of clause)

G.3 NFS 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, C. Road
 Stennis Space Center, MS 39529
 Email: NSSC-AccountsPayable@nasa.gov
 Fax 866-209-5415/Phone: 877-677-2123

(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 the cognizant Defense Contract Audit Agency (DCAA) office.

(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 Shared Services Center
 Financial Management Division (FMD) – Accounts Payable
 Bldg 1111, C. Road
 Stennis Space Center, MS 39529
 Email: NSSC-AccountsPayable@nasa.gov
 Fax 866-209-5415/Phone: 877-677-2123

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

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

(End of clause)

G.4 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE--LICENSING (DEC 1987)

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this contract.

(b) Although the contractor may not propose its standard commercial software license until after this contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The contractor's acceptance is expressly limited to the terms and conditions of this contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the contract.

(2) The commercial computer software may be--

(i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of,

the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;

(ii) Reproduced for safekeeping (archives) or backup purposes;

(iii) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and

(iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d)(2)(i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated contractor's software license contains provisions or rights that are less restrictive than the restricted rights in paragraph (d)(2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in paragraphs (d)(2) and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in paragraphs (d)(2), (3), and (4) of this clause.

(End of clause)

G.5 NFS 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:

TITLE	ADDRESS
New Technology Representative	Contracting Officer's Representative (COR) NASA Langley Research Center M/S – See Exhibit B Hampton, VA 23681-2199
Patent Representative	Office of Chief Counsel NASA Langley Research Center M/S – See Exhibit B Hampton, VA 23681-2199

(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.6 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following addresses:

NASA Langley Research Center
Industrial Property Officer
9B Langley Boulevard
Mail Stop 13
Hampton VA 23681-2199

NASA Langley Research Center
Financial Management Office
5 Langley Boulevard
Mail Stop 22
Hampton VA 23681-2199

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on the NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA.

Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

None included by reference

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-72	SAFETY AND HEALTH (SHORT FORM) (APR 2002)
1852.223-74	DRUG- AND ALCOHOL-FREE WORKFORCE (MAR 1996)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)
1852.244-70	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

H.2 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 [REDACTED] are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.3 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

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

(b) The nature of this conflict may be in one or more of the following areas:

- (1) Conflicting roles that might bias the Contractor's judgment,
- (2) Unfair competitive advantage over other competitors, and

(3) Unequal access to government information in addition to other conflicts that may arise as may arise from the requirements in individual task orders issued against the contract

(c) The restrictions upon future contracting are as follows:

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

(2) In addition, the Contractor may have an unfair competitive advantage if it is exposed to New Business Development activities including, but not limited to, information regarding current and future research, business opportunities, cost estimation and proposal development for new research opportunities and strategic planning and, if so, would be prohibited in performing any task that utilized New Business information developed by such Contractor or participation on any team that developed New Business information.

(3) Also, the contractor may also have the potential for unequal access to other Contractor's confidential business and technical information and/or other proprietary Contractor data and to the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989) (Applicable at the task order level)

(a) The personnel and/or facilities identified in the task order will be considered essential to the work being performed under the task order. 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 the task order.

(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.

(End of clause)

H.5 LaRC 52.227-96 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 2012)

(a) For purposes of this clause, the term "Contractor" shall include the prime contracting entity's parent, subsidiaries, divisions, and all affiliated companies that are under common

control with such entity. In addition, the prime Contractor shall flow down this clause to all subcontractors.

(b) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award, and Task Order award.

(c) During the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest addressed in FAR 9.5. More specifically, the Contracting Officer has determined and identified the following potential conflicts that the Contractor may encounter during performance of this contract.

In general during the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest in the form of conflicting roles that might bias the contractor's judgment, such as: (i) performance of a technical analysis, or study the of results of which could potentially impact the contractor's interests, and (ii) access to proprietary information or data of other contractors and/or Government sensitive, nonpublic information or data, which information or data may provide the Contractor with an unfair competitive advantage. For the purpose of this clause, the term contractor includes the contractor's business units and divisions, as well as the contractor's parent company, subsidiaries, affiliates and successors (as applicable). For the purpose of this contract, "sensitive" information is defined in the Access to Sensitive Information clause of this contract.

(d) Contractor's Response to Proposed Task Orders: Within two working days of receipt of a task order causing a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report of a potential conflict detailing:

- (1) The nature of the conflict
- (2) Plan for avoiding, neutralizing or mitigating the conflict
- (3) The benefits and risks associated with acceptance of the plan

(e) Government Response to a Report of a Potential Conflict: The Contracting Officer shall review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

- (1) The Contractor shall perform consistent with the task order
- (2) The Contractor shall not perform the task order
- (3) The Government will modify the task order to remove the identified conflict

(f) Additional requirements: Any limitations on future contracting resulting from the Contractor's or its Subcontractor's performance of the contract requirements are identified in Section H.3, NFS 1852.209-71, Limitation of Future Contracting.

(End of clause)

H.6 NFS 1852.216-80 TASK ORDERING PROCEDURES (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the Schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

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

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

(4) Identification of potential Organizational Conflicts of Interest (OCIs), in addition to those addressed in the basic contract, and the nature of limitations on future contracting arising from such OCIs.

(c) Within 20 calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan which shall include, but not be limited to, technical approach to completing the work including a staffing plan, proposed subcontracts, proposed cost and fee estimate, rationale to support pricing for subcontracts, travel, and other direct costs, OCIs not identified by the Contracting Officer for the task, and any other information pertinent to the completion of the task order. The Contractor shall use the fully burdened" fixed hourly rates set forth in Section J, Exhibit C, Task Order Schedule of Rates, for establishing the estimated cost. On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate. The Contractor shall comply with task ordering requirements relative to Organizational Conflicts of Interest and personal conflicts of interest as defined in clause H.5, Organizational Conflicts of Interest (LaRC 52.227-96).

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

(1) Date of the order.

(2) Contract number and order number.

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

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

- (5) Maximum dollar amount authorized (cost and fee or price).
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) Funding.
- (9) Additional OCIs and limitations on future contracting, not otherwise addressed in the contract, applicable to the task order award.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (3) calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

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

(End of clause)

H.7 LaRC 52.216-97 TASK ORDER SOLICITATION AND SELECTION PROCEDURES (MAR 2012)

(a) Each Contractor will be given a fair opportunity to be considered for each task order exceeding \$3,000 except as set forth in FAR 16.505 (b)(2). The costs of preparing proposals for individual task orders under the contract will not be an allowable direct charge to the contract. However, these costs may be an allowable indirect cost pursuant to FAR 31.205-18.

(b) Unless otherwise specified for an individual task order, in making the selection decision the Contracting Officer (CO) will consider technical merit, past performance, quality of services and/or deliverables, final proposed cost/price, or other factors the CO believes are relevant.

(c) Each Contractor need not be given an opportunity to be considered for a particular order in excess of \$3,000 under multiple task order contracts if the CO determines that:

- (1) The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one Contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
- (3) The task order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under the contract, provided that all Contractors were given a fair opportunity to be considered for the original task order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

(d) The CO need not contact each of the multiple award Contractors before selecting a task order awardee if the CO has information available to ensure that each multiple award Contractor is provided a fair opportunity to be considered for each task order.

(e) For those task orders which are competed among the multiple contract awardees, the CO will provide a solicitation to each contractor and will request a proposal in accordance with H.6 NFS 1852.216-80, Task Ordering Procedure.

The task order solicitation will include:

- (1) a Performance Work Statement, specifications, or drawings,
- (2) required delivery date,
- (3) any special instructions or provisions, and
- (4) any selection criteria to be used to award the task order which differs from the criteria specified in H.6.

Prior to awarding the task order, all Contractors will be required to provide a task plan that may include the following:

- (1) technical approach,
- (2) implementation plan (including staffing, proposed facilities and subcontractors),
- (3) estimated cost including breakouts of the estimated labor hours and all costs to perform the task order, and
- (4) proposed fee

The level of detail in each task plan will be dependent on the complexity of the task order requirements. Upon selection of a Contractor, the CO and the Contracting Officer's Representative (COR) will review the task plan and cost estimate to complete the work. The CO will negotiate any necessary changes with the Contractor. The final cost estimate represents the baseline to be used for reporting in Columns 7b and 7d of the NASA Form 533M.

(f) Orders may be issued by facsimile or electronic methods.

(g) No protest is authorized in connection with this contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

(h) In the case where only one award is made as a result of a task order solicitation or if the CO determines that the task order shall not be competed (based on criteria stated in paragraph c above), the following task order initiation procedure applies:

- (1) The COR will provide a Performance Work Statement, specifications, or drawings, required delivery date, and any special instructions or provisions to the Contractor.
- (2) The Contractor will be required to provide a task plan, which shall include a discussion of its technical approach for performing the work and an estimated cost for the proposed task order in accordance with clause H.6. The estimated cost shall include breakouts of the estimated labor hours and costs to perform the task order.
- (3) The CO and COR will review the task plan and cost estimate to complete the work. The CO will negotiate necessary changes with the Contractor.

- (4) The final negotiated cost estimate shall represent the baseline to be used for reporting in Columns 7b and 7d of NASA Form 533 M.

(End of clause)

H.8 FEE ON TASK ORDERS

Individual task orders will be Cost-Plus-Fixed-Fee. Accordingly, a fair and reasonable fee shall be determined for each task order issued. It is anticipated that proposed fee will be negotiated; however a reasonable fee may be accepted without discussions. The fee rate accepted or negotiated for the initial requirement will be the maximum rate applied to all change or modification actions involving work not previously specified in the task order. Cost in excess of the Contractor's original estimated shall not include fee unless the Contracting Officer determines that the excess costs are due to work required by the Government which were not part of the originally tasked effort. In such cases the value of any additional fee will be negotiated by the parties.

(End of clause)

H.9 NFS 1852.225-70 EXPORT LICENSES (FEB 2000) ALTERNATE I (FEB 2000) (only applicable when technical data is to be exchanged by the contractor with a NASA foreign partner pursuant to an international agreement)

(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 NASA Langley 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.

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.10 NFS 1852.228-71 AIRCRAFT FLIGHT RISKS (DEC1988)

(a) Notwithstanding any other provision of this contract (particularly paragraph (g) of the Government Property (Cost- Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause), the Contractor shall not (1) be relieved of liability for damage to, or loss or destruction of, aircraft sustained during flight or (2) be reimbursed for liabilities to third persons for loss of or damage to property or for death or bodily injury caused by aircraft during flight, unless the flight crew members have previously been approved in writing by the Contracting Officer.

(b) For the purposes of this clause--

(1) Unless otherwise specifically provided in the Schedule, "**aircraft**" includes any aircraft, whether furnished by the Contractor under this contract (either before or after Government acceptance) or furnished by the Government to the Contractor under this contract, including all Government property placed or installed or attached to the aircraft, unless the aircraft and property are covered by a separate bailment agreement.

(2) "**Flight**" includes any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) With respect to land-based aircraft, flight commences with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) With respect to sea-planes, flight commences with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) With respect to helicopters, flight commences upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) With respect to vertical take-off aircraft, flight commences upon disengagement from any launching platform or device and continues until the aircraft has been re-engaged to any launching platform or device.

(3) "**Flight crew members**" means the pilot, copilot, and, unless otherwise specifically provided in the Schedule, the flight engineer and navigator when required or assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(c)(1) If any aircraft is damaged, lost, or destroyed during flight and the amount of the damage, loss, or destruction exceeds \$100,000 or 20 percent of the estimated cost, exclusive of any fee, of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction under the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause of this contract or under paragraph (a) of this clause, an equitable adjustment for any resulting repair, restoration, or replacement required under this contract shall be made (i) in the estimated cost, the delivery schedule, or both and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly.

(2) In determining the amount of adjustment in the fee that is equitable, any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction shall be taken into consideration.

(End of clause)

H.11 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.

(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.

(End of clause)

H.12 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006) - (ALTERNATE II) (DEC 2005) (Only applicable when specified in the task order)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding

appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for Aerospace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor shall not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review and the availability of the data has been determined.

(f) All publications of any material based on or developed under NASA sponsored projects shall include an acknowledgement similar to the following:

"The material is based upon work supported by the National Aeronautics and Space Administration under Contract Number XXXX."

Except for articles or papers published in scientific, technical or professional journals, the exposition of results from NASA supported research shall also include the following disclaimer:

"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration."

(End of clause)

H.13 NFS 1852.235-74 ADDITIONAL REPORTS OF WORK--RESEARCH AND DEVELOPMENT (FEB 2003)

In addition to the Final Report required under this contract, the Contractor shall submit the reports as specified in Section J, Exhibit B - Contract Documentation Requirements, Subparagraph B "Technical Progress Reports."

(End of clause)

H.14 LaRC 52.204-91 SECURITY PROGRAM/NON U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (MAR 2012)

Access to the NASA Langley Research Center by non-U.S. citizens (including lawful permanent residents) shall be approved in accordance with NPR 1600.1, "NASA Security Program Procedural Requirements." Center access approval requires advance notice of a minimum of 5 working days depending on the nationality of the non-U.S. citizen (designated country residents require additional time allotment for NASA HQ approval). Non-U.S. citizens must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

H.15 LaRC 52.211-104 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (MAR 2012)

(a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.

(b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA Office of Security Services. Immediately upon employee termination or contract completion, the Contractor shall return NASA identification badges and facility keys to the NASA LaRC Badge and Pass Office. All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of clause)

H.16 LaRC 52.246-97 ISO 9001 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (COMPLIANT AT AWARD) (MAR 2012)

(a) The Contractor's quality system shall be compliant with the requirements of the current International Standard ISO 9001, Quality Management Systems Requirements.

(b) The Contractor's quality system shall remain in compliance with the ISO 9001 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.

(c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of clause)

H.17 LaRC 52.246.105 CAPABILITY MATURITY MODEL INTEGRATION (CMMI) (MAR 2012)

(a) The Contractor (including subcontractors) that will be performing software engineering shall have a non-expired rating at CMMI for Development (CMMI-DEV) Maturity Level 2 or higher for

software, or Capability Level 2 or higher as measured by a Software Engineering Institute (SEI) authorized lead appraiser from an external organization in the following Process Areas:

- Requirements Management
- Configuration Management
- Process and Product Quality Assurance
- Measurement and Analysis
- Project Planning
- Project Monitoring and Control Supplier Agreement Management

(b) The Contractor shall successfully complete a Standard CMMI Appraisal Method for Process Improvement (SCAMPI A) appraisal at Maturity Level 2 or higher for software, or Capability Level 2 or higher against the CMMI-DEV model and submit the appraisal results certifying a Level 2 rating for review and acceptance by the Contracting Officer within 9 months of contract effective date.

(c) The Contractor shall maintain or upgrade its CMMI rating for the term of the contract and shall perform software engineering in accordance with the appraised process areas.

(d) The Government reserves the right to audit the Contractor's CMMI processes at any time.

(End of clause)

H.18 LaRC 52.246.106 CLASS D (BASIC SCIENCE/ENGINEERING DESIGN AND RESEARCH AND TECHNOLOGY SOFTWARE) (MAR 2012) (As identified on specific task orders)

(a) The Contractor shall comply with the attached NPR 7150.2A Requirements Matrix, Section J, Exhibit D of this contract) which contains specific compliance requirements for Class D Software.

(b) The Contractor shall develop, execute, and maintain a Software Development Plan (SDP) which will be made part of the contract in Section J, Exhibit E.

(c) The Contractor shall develop, execute, and maintain SDP supporting documents including configuration management plan, requirements specification, design description, version description, and test plan. These supporting documents may be combined or separate documents

(d) The Contractor shall submit the SDP to the Contracting Officer for review and approval within thirty calendar days of the contract award date.

(e) The Contractor shall submit the supporting documents to the Contracting Officer for review and approval in accordance with the schedule in the approved SDP.

(f) The Contractor shall comply with the Government approved SDP and track status relative to the plan. The Contractor shall submit any proposed changes/updates to the SDP to the Contracting Officer for review and approval.

(g) The (SDP) and supporting documents shall cover all Class D software developed and modified under this contact. The SDP is a living document. Therefore, some of the plan's

required content may not be known at the time of its initial development, execution and approval. Upon identifying these unknown items, the Contractor shall assign and track expected closure dates for each item. The Contractor shall review the SDP for status and updates at each Technical Meeting as required by the contract.

(End of clause)

H.19 CLASS E (SMALL LIGHT WEIGHT DESIGN CONCEPT AND RESEARCH AND TECHNOLOGY SOFTWARE) – (As identified on specific task orders)

(a) The Contractor shall develop, execute, and maintain a Software Development Plan (SDP) which covers all Class E software developed and modified under this contract. The SDP will be made part of the contract in Section J, Exhibit F.

(b) At a minimum, the SDP shall include the following:

- (1) Project title
- (2) Project description
- (3) Software Manager and contact information
- (4) Software class = E
- (5) Safety-criticality determination = Not safety-critical
- (6) Start date and estimated completion date
- (7) Software requirements may be expressed:
 - as written statements of expected capabilities, outputs, and any constraints
 - as a model (e.g. use cases)
 - graphically as storyboards or screen shots
- (8) Description of how the project will document requirements changes
- (9) Description of how the project will test software product(s) and/or verify data
- (10) Description of how the project will version control, store, backup, release, deliver, and maintain software product(s) and data

(c) The Contractor shall submit the SDP to the Contracting Officer for review and approval within thirty calendar days from the contract award date.

(d) The Contractor shall comply with the Government approved SDP and track status relative to the plan. The Contractor may submit any proposed changes to the SDP to the Contracting Officer for review and approval.

(e) The SDP is a living document. Therefore, some of the plan's required content may not be known at the time of its initial development, execution and approval. Upon identifying these unknown items, the Contractor shall assign and track expected closure dates for each item. The Contractor shall review the SDP for status and updates at each Technical Meeting required by the Contract.

(End of clause)

H.20 USE OF HUMANS AS EXPERIMENT TEST SUBJECTS

(a) The Contractor shall comply with the following Federal and NASA policy documents in order to accept and perform contract requirements involving research utilizing human subjects:

- (1) 14 CFR 1230, "Protection of Human Research Subjects"
- (2) NPD 7100.8, "Protection of Human Research Subjects"
- (3) NPR 7100.1, "Protection of Human Research Subjects"
- (4) LPR 7100.10, "Protection of Human Research Subjects"
- (5) LAPD 1150.2, "Councils, Boards, Panels, Committees, Teams, and Groups"

(b) The Contractor shall ensure that all human test subjects used in the conduct of experimental or research work (whether reimbursed or not for their participation) under this contract or any Task Order shall be covered by insurance or any other equivalent means of compensation against injury, illness, disease, loss or death as a direct result of the experimental or research work in which the test subjects participate.

(End of clause)

H.21 FLIGHT TEST OPERATIONS AND SAFETY REPORT (FTOSR) INFORMATION

The Technical Point of Contact (POC) and/or COTR must submit a Flight Test Operations and Test and Safety Report (FTOSR) to the Airworthiness and Safety review Board (ASRB) for evaluation and approval in order to obtain a Flight Safety Release letter. The Contractor shall support the Technical Point of Contact (POC) and/or COTR to obtain this Flight Safety Release letter when work performed under this contract requires experiments to be flown on or involving aircraft (including balloon borne experiments/instruments) whose flights occur within the Earth's sensible atmosphere. Specifically such flights include full-scale aircraft or aircraft models, either manned or unmanned and either powered or un-powered. No flight test/flight experiment shall be conducted until a Flight Safety Release letter is obtained. This is applicable for aircraft that are either NASA, University or Contractor owned. The Contractor shall develop the FTOSR or information required for the FTOSR. The Flight Safety Release letter is obtained by the Technical Point of Contact (POC) and/or COTR from the LaRC Airworthiness and Safety Review Board (ASRB) per the requirements of LMS-CP-5580 Airworthiness and Safety Review Board process, and in accordance with LAPD-1710.1 Langley Research Center Aviation Safety Policy and LPR 1710.16 Aviation Operations and Safety Manual. An outline for the FTOSR is provided below. If an item in the FTOSR does not apply, the item must be marked as such and a brief reason why it does not apply.

OUTLINE FOR THE FLIGHT TEST OPERATIONS AND SAFETY REPORT

1. Program Overview

- 1.1 Program Objectives and General Description. (This section should include a description of the objectives and the program. Details will be discussed in other sections.)
- 1.2 Program Management. (This section should include key personnel at LaRC and any other location.)
- 1.3 Selected Aircraft. (This section should include a brief description of the proposed aircraft and reasons for selection of that aircraft.)
- 1.4 Proposed Aircraft Modifications and Design Criteria. (This section should include all aircraft modifications installed specifically for the program, any design reviews, and any action items from those reviews.)
- 1.5 Instrumentation Hardware/Software and Flight Test Data Measurement Requirements. (This section should contain all requirements for data and instrumentation.)
- 1.6 Contractual Requirements. (This section should include all contract requirements. More description should be given for contracts other than non-personal services contracts.)
- 1.7 Other Involved Agencies. (This section should list any other agencies including

government, DoD, or industry. Some description should be given to their involvement.)

1.8 Summary of Supporting Research and Tests. (This section should include any analysis, experimental testing, or checkouts that support the proposed research.)

1.8.1 Analytical

1.8.2 Wind Tunnel

1.8.3 Simulation

1.8.4 Ground Operations Systems Checkout

1.9 Proposed Schedule Milestones. (This section should include a proposed sequence of events. Dates are not required.)

2. Flight Test Operations (This section should list all operating areas, the proposed start date, the number of flights planned, and the frequency of flights (number per day, per week, etc.)

2.1 Location

2.2 Planned Start of Flight Test

2.3 Planned Number of Flights

2.4 Frequency of Flights

2.5 Test Procedures. (This section should list the flight test procedures for all phases of the program. Expand details as required.)

2.6 Planned Flight Test Envelope. (This section should describe any proposed flight test envelope.)

3. Support Requirements

3.1 Support Organizations and Their Responsibilities. (This section should list all involved organizations and their duties, including outside organizations.)

3.2 Transportation to Test Location. (This section should include any special requirements to transport aircraft, crew, or equipment to the test location.)

3.3 Chase. (This section should list any requirement for chase aircraft, and the purpose and procedures for this aircraft.)

3.4 Photo and/or TV Coverage. (This section should list any media, photography, or video coverage required.)

3.5 Tracking. (This section should describe any aircraft tracking required.)

3.6 Telemetry. (This section should describe any telemetry (data or video) requirements.)

3.7 Communications. (This section should list any planned flight briefings and any planned communications for ground stations or other aircraft required.)

3.8 Meteorological. (This section should list any requirements for weather briefings or weather data.)

3.9 Data. (This section should list all data requirements including instrumentation parameters, video, and tracking; and should list real time, quick look, and processed data requirements.)

3.10 Other Special Report Requirements. (This section should list any other support requirements not listed above.)

4. Safety

4.1 System Safety Program. (This section should include a reference to any attached hazards analyses. The OSEMA is available to help with completing the hazard form and risk assessment.)

4.1.1 Hazards Analyses

4.1.2 Risk Assessments

4.2 General Operational Restrictions and Conditions

4.2.1 Weather. (This section should include any special requirements for weather and atmospheric restrictions.)

4.2.2 Personal Equipment. (This section should address any requirements for personal safety equipment.)

4.2.3 Minimum On-board Equipment (Go, No-Go Checklist). (This section should list any equipment that is critical to the program. Different phases of a program may require different minimum equipment lists. If ground stations or other aircraft experimental systems are used, the minimum equipment for these systems should be listed also. The person responsible for making the go-no-go decision should be identified.)

4.2.4 Weight and Balance. (This section should list any special conditions for weight and balance of the aircraft.)

4.2.5 Flight Test Envelope (V-n). (This section should list any flight operations outside the normal operational envelope for the proposed aircraft.)

4.3 Abort Procedures. (This section should include any special requirements, outside normal operations, needed to abort the run, mission, or flight.)

4.4 Emergency Plans and Procedures. (This section should include any special requirements due to program objectives other than the normal aircraft emergency plans and procedures.)

4.5 Configuration Control Responsibilities. (This section should include any special configuration control requirements, including proprietary information requirements and special signature requirements for "Aircraft Work Order Request and Approval" form.)

4.6 Other. (This section should include any other safety items of interest not mentioned in the above sections.)

(End of clause)

H.22 SMALL BUSINESS SUBCONTRACTING PLAN

The Small Business Subcontracting Plan is attached as Section J, Exhibit G to this contract. Because of the nature of this contract (i.e., Task Order IDIQ), the Government will annually evaluate the Contractor's performance in meeting the Small Business Subcontracting goals based on the percentages proposed by the Contractor in its Small Business Subcontracting Plan.

(End of clause)

[END OF SECTION]

PART II – CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) below at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), of this contract. The following clause(s) pertinent to this section are hereby incorporated by reference:

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

CLAUSE NUMBER	CLAUSE TITLE
52.202-1	DEFINITIONS (JAN 2012)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	CENTRAL CONTRACTOR REGISTRATION (FEB 2012)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (AUG 2012)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) (rated as DO-C9 only when applicable at the task order level)
52.215-2	AUDIT AND RECORDS-NEGOTIATIONS (OCT 2010)

CLAUSE NUMBER	CLAUSE TITLE
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010) - ALTERNATE II (APR 1998) (applicable only for contracts with non-profit organizations)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) (applicable only if contractor did not propose in its offer)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2011) NOTE: In accordance with FAR 16.307(a)(1), the clause is modified by deleting from paragraph (a) the words "Subpart 31.2" and substituting for them "Subpart 31.7". Fill in: (a)(3) The designated payment office will make interim payments for contract financing on the 30 th day after the designated billing office receives a proper payment request.
52.216-8	FIXED FEE (JUN 2011)
52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALT II (OCT 2001)
52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING (DEC 2010)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) (insert "zero" in Paragraph (a))
52.222-3	CONVICT LABOR (JUN 2003)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

CLAUSE NUMBER	CLAUSE TITLE
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (JUL 2012)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-1	BUY AMERICAN ACT - SUPPLIES (FEB 2009)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007) -- ALTERNATE I (APR 1984)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-10	FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER(DEC 2007) - (Applicable at the task order level)
52.227-11	PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007) - [AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11] (Insert "Communications and information submissions required by this clause will be made to the individuals identified in the clause at 1852.227-72, DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE" in Paragraph (j))
52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007) – (AS MODIFIED BY NFS 1852.227-14 RIGHTS IN DATA - GENERAL)
52.227-14	RIGHTS IN DATA - GENERAL (DEC 2007) - ALTERNATE IV (DEC 2007) (only applicable when solely performed by universities and colleges)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.227-17	RIGHTS IN DATA--SPECIAL WORKS (DEC 2007) - (As negotiated in individual task orders)
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE (DEC 2007)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-8	TAXES - FOREIGN COST-REIMBURSEMENT CONTRACT (MAR 1990) (only applicable if contract is to be performed wholly or partly in a foreign country)
52.230-2	COST ACCOUNTING STANDARDS (MAY 2012)
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2012)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (OCT 2010)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984) (Replace all occurrences of "Schedule" to reference "Task Order")
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

CLAUSE NUMBER	CLAUSE TITLE
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.245-1	GOVERNMENT PROPERTY (APR 2012) - ALTERNATE II (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

II. NASA FEDERAL ACQUISITION REGULATION CLAUSES (48 CFR CHAPTER 18)

CLAUSE NUMBER	CLAUSE TITLE
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
1852.216-89	ASSIGNMENT AND RELEASE FORMS (JUL 1997)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-75	SMALL BUSINESS SUBCONTRACTING REPORTING (MAY 1999)
1852.219-77	NASA MENTOR-PROTEGE PROGRAM (MAY 2009)
1852.227-11	PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) - (MODIFIES THE CLAUSE AT 52.227-11)
1852.227-14	RIGHTS IN DATA - GENERAL - (MODIFIES THE CLAUSE AT 52.227-14)
1852.227-17	RIGHTS IN DATA-SPECIAL WORKS - (MODIFIES THE CLAUSE AT 52.227-17)
1852.235-70	CENTER FOR AEROSPACE INFORMATION (DEC 2006)
1852.243-71	SHARED SAVINGS (MAR 1997)

I.2 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

“Non-public information” means any Government or third-party information that—

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

I.4 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.5 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance identified in Part I, Section F.2, of this contract.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.6 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$2,500,000.00;

(2) Any order for a combination of items in excess of \$2,500,000.00; or

(3) A series of orders from the same ordering office within 10 calendar days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.7 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months from the end of the contract period of performance.

(End of Clause)

I.8 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 prior to the expiration date of the contract.

(End of Clause)

I.9 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 prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 60 months.

(End of clause)

I.10 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)

Except for data contained on pages **[TO BE COMPLETED BY THE OFFEROR - APPLICABLE TO THE CONTRACTOR'S TASK PROPOSALS]**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the Rights in Data - General clause contained in this contract) in and to the technical data contained in the proposal dated **[TO BE COMPLETED BY THE OFFEROR - APPLICABLE TO THE CONTRACTOR'S TASK PROPOSALS]**, upon which this contract is based.

(End of clause)

I.11 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

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

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

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

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

(End of Clause)

I.12 52.244-2 SUBCONTRACTS (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(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:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(End of Clause)

I.13 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

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

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for

construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212(a)).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

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

(viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.14 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause: As identified in individual task orders.

(End of clause)

I.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

(End of clause)

I.16 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 [*insert regulation name*] (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.17 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract may involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret on a task order specific basis. Over the life of the contract it is anticipated that less than 5% of all task order work will be classified. Any contractor that does not possess a facility clearance of Secret at the time of solicitation issuance for a task order rated as Secret will not be eligible to compete for that particular task order performance.

See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Section J, Exhibit H.

(End of clause)

I.18 NFS 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. The IT Security Management Plan will be made part of this contract as Section J, Exhibit I.

(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 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.19 NFS 1852.215-84 OMBUDSMAN (NOV 2011) - ALTERNATE I (JUN 2000)

(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.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, David E. Bowles, Associate Director, NASA Langley Research Center, Mail Stop 010, Hampton, VA 23681-2199; phone (757) 864-6114; facsimile (757) 864-6117. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director, Contract Management Division, Ron Poussard at 202-358-0445, facsimile, 202-358-3083, e-mail: agency-procurementombudsman@nasa.gov. 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.20 NFS 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.21 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011.

The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

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

(End of clause)

I.22 NFS 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 in Section J, Exhibit J.

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

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

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

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

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

(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)

PART III - LIST OF ATTACHMENTS

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

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

- Exhibit A Performance Work Statement
- Exhibit B Contract Documentation Reporting Requirements
- Exhibit C Task Order Schedule of Rates
- Exhibit D NPR 7150.2A Requirements Matrix
- Exhibit E Class D Software Development Plan
- Exhibit F Class E Software Development Plan
- Exhibit G Small Business Subcontracting Plan
- Exhibit H Contract Security Classification Specification, DD Form 254
- Exhibit I IT Security Management Plan
- Exhibit J Organizational Conflicts of Interest (OCI) and Personal Conflicts of Interest (PCOI) Avoidance Plan
- Exhibit K Labor Category Descriptions

Attachment 1 Office of Procurement Bid/Proposal Depository Directions

Attachment 2 Cost Forms and Instructions

Attachment 3 Past Performance Evaluation Questionnaire

Attachment 4 Work Performance Matrix

[END OF SECTION]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

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

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

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

(2) The small business size standard is 1,500 employees.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Provision)

K.2 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;

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

K.3 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.

(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.4 52.230-1 Cost Accounting Standards Notices and Certification (MAY 2012)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

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

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

Date of Disclosure Statement:

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

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

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

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under 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.5 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.6 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)

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

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

(End of provision)

K.7 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (DEVIATION FEB 2012)

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

(b) The offeror's proposal shall include a signed written certification as follows--

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.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

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

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

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

(b) The offeror represents that

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

(2) It is _____ is not _____ a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.9 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, 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)

K.10 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (JAN 2011)

(a) In addition to the property record data required by the clause at FAR 52.245-1, Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall -

- (1) Identify the projects or missions that used the items;
 - (2) Specifically identify items of flown property;
 - (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
 - (4) Identify property used in test activity and, when known, the individuals who conducted the test.
- (b) The Contractor shall include this information within item descriptions -
- (1) On any Standard Form 1428, Inventory Schedule;
 - (2) In automated disposition systems;
 - (3) In any other disposition related reports; and
 - (4) In other requests for disposition instructions.
- (c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.
- (End of provision)

(END OF SECTION)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

FEDERAL ACQUISITION REGULATION PROVISIONS (48 CFR CHAPTER 1)	
PROVISION NUMBER	PROVISION TITLE
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS (JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS (OCT 2000)

NASA FEDERAL ACQUISITION REGULATION PROVISION 48 CFR CHAPTER 18)	
PROVISION NUMBER	PROVISION TITLE
1852.223-73	SAFETY AND HEALTH PLAN (NOV 2004)
1852.227-71	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APRIL 1984)
1852.227-84	PATENT RIGHTS CLAUSES (DEC 1989)
1852.228-80	INSURANCE-IMMUNITY FROM TORT LIABILITY (SEP 2000)
1852.231-71	DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)
1852.233-70	PROTESTS TO NASA (OCT 2002)

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

As identified at the time of issuance, a task order awarded as a result of this solicitation may be [] DX rated order; [X] DO 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.

(End of Provision)

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

(a) Submission of certified cost or pricing data is not required.

(b) Provide data requested in Section L.21.

(End of provision)

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

This procurement is for an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract. Task orders will be issued on a Cost-Plus Fixed-Fee (CFPP) basis.

(End of provision)

L.5 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation. It is anticipated that five awards will be made.

(End of Provision)

L.6 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:

NASA Langley Research Center
ATTN: Roberta I. Keeter, Contracting Officer
Mailstop 12
Hampton, VA 23681

(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.7 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: <https://www.acquisition.gov/far/index.html>

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

(End of provision)

L.8 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.9 NFS 1852.219-73 SMALL BUSINESS SUBCONTRACTING PLAN (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract(s) expected to result from this solicitation will contain FAR clause 52.219-9 Alternate II, "Small Business Subcontracting Plan." The offeror must submit the completed plan at time of proposal submission.

(End of provision)

L.10 SIGNIFICANT SUBCONTRACTORS

For the purposes of this solicitation and for proposal preparation purposes, "significant subcontractor" is defined as any subcontractor included in the Volume III - Past Performance Proposal, or as any subcontractor providing direct labor expected to exceed 10% of the total proposed price over the life of the contract for the Volume II - Business (Cost/Price) Proposal.

(End of provision)

L.11 PERIOD OF PERFORMANCE

For the purpose of preparing proposals, offers shall use the following period of performance:

(a) The anticipated award date is **NLT July 12, 2013 with an effective date of July 13, 2013.**

(b) The base period of performance is 24 months (July 13, 2013 through July 12, 2015) from the effective date of the contract.

(c) The period of performance for each option period shall be in accordance with the following table:

OPTION PERIOD	DURATION
Option 1	12 months (July 13, 2015 through July 12, 2016)
Option 2	12 months (July 13, 2016 through July 12, 2017)
Option 3	12 months (July 13, 2017 through July 12, 2018)

(End of provision)

L.12 OFFEROR ACCEPTANCE PERIOD

Proposals submitted in response to this solicitation shall remain firm for at least **180 days** after the date specified for receipt by the Government and shall contain a statement to this effect. In addition, offerors shall insert “180” into Block 12 of the Standard Form 33, Solicitation, Offer and Award.

(End of provision)

L.13 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation **must be submitted in writing**, cite the solicitation number, and be directed to the following Government representative:

Name: Mrs. Bobbi Forbes
 E-mail Address: bobbi.forbes@nasa.gov

Oral questions **will not be answered** due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted by **4:30 p.m. January 21, 2013** to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments **shall not be directed** to the technical activity personnel.

(End of provision)

L.14 AVAILABILITY OF REFERENCE INFORMATION

See <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?qr=D&pin=23> for all postings related to this solicitation.

(End of provision)

L.15 NFS 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.

Proposal Section	Page Limit	# of Hard Copies	# of Electronic Copies
Standard Form (SF) 33 and Sections B-J of Model Contract, including Completed Representations and Certifications (Section K)	No page limitation	2 total (1 copy with original signature)	2
Volume I – Past Performance Proposal	20 pages Pages must be numbered. (See Note 1.)	7	2

Proposal Section	Page Limit	# of Hard Copies	# of Electronic Copies
Volume II – Business Proposal	No page limitation. Pages must be numbered.	7	2
Volume III – Small Business Utilization Proposal	No page limitation. Pages must be numbered.	7	2
Volume IV – Additional Submittals (Will not be evaluated - See L.23)	No page limitation. Pages must be numbered.	7	2

NOTE 1: The total number of pages for Volume I, Past Performance Proposal, does not include completed Past Performance Questionnaires (PPQs) submitted by references. **Offerors shall ensure that the completed PPQs are submitted on or before the date and hour shown in Block 9 of the SF 33.**

(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 type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(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.

(End of provision)

L.16 PROPOSAL CLARITY

(a) The offeror shall ensure that proposals are specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to assure that their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

(b) The offeror shall ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

(c) The offeror shall ensure submitted proposals clearly identify the offeror proposing, and shall also clearly identify all subsidiary or teaming relationships should one exist.

(d) NASA may reject any proposal that fails to comply with all price proposal instructions, including those for electronic submissions, as incomplete and technically unacceptable.

(End of provision)

L.17 PROPOSAL FORMAT AND CONTENT

Offerors shall submit the original and six (6) copies of each volume of the proposal **on or before the date and hour shown in Block 9 of the SF 33**. Proposals may be submitted to the address shown in Block 8 of the SF 33 (face page of the solicitation) or, if hand carried, to the depository listed in Block 9. Be aware that heightened and varying security requirements may preclude or delay access to the Center; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

Note: Directions to the Office of Procurement Bid Depository are attached Section J, Attachment 1. Offerors are solely responsible for obtaining advance approval to gain access to NASA LaRC to deliver proposals to the Bid Depository.

(End of provision)

L.18 SUBMISSION OF PROPOSAL/PROPOSED CONTRACT

(a) GENERAL

(1) The offeror shall submit proposals in four (4) volumes as listed in L.15. This solicitation requires **one original hard copy, 6 additional hard copies, and 2 electronic** copies of offerors proposal.

(2) The original hard-copy shall be identified as such and remaining copies marked (i.e., 1 of 7, 2 of 7, etc.) for documentation control. All volumes shall have consecutive page numbers. The cover/title page of all volumes shall be marked "Source Selection Information, See FAR 2.101 and 3.104." All volumes of the hard-copy proposal shall be formatted the same as the electronic proposal.

(3) The entire electronic proposal shall be submitted on a CD. Each copy of the CD shall include an external label with the offeror's name, date of proposal, and the solicitation number. The electronic proposal shall be scanned for viruses prior to submission. In the event of an inconsistency between the electronic proposal and the hard-copy proposal, the hard copy shall be considered the intended version.

(b) CONTRACT OFFER

(1) The offeror shall submit a signed contract offer. It is required that a **signed** contract offer be submitted with the proposal since it is anticipated that award will be made without discussion.

(2) An electronic copy of the completed contract document shall also be submitted with its proposal. The hard-copy contract offer shall be formatted the same as the electronic proposal.

(3) The contract offer shall consist of the following:

(i) One signed original of SF33 Solicitation, Offer, and Award with Blocks 12-18 completed; Part I, The Schedule (Sections B -H); Part II, Contract Clauses (Section I); and Part III, List of Attachments with any required Exhibits.

All shaded areas are to be completed by the offeror. The additional Exhibits listed in Section J will be added to the contract document by the Contracting Officer at the time of contract award.

(ii) Executed Section K including information not provided in ORCA that is specific to this solicitation.

(iii) Properly acknowledge solicitation amendments (if any).

(iv) A cover letter stating acceptance of the proposed contract terms and conditions that are incorporated into the contract offer and PWS.

(v) For Joint Ventures (JV) only, a fully executed copy of the JV Agreement with either written approval from the cognizant SBA district office or proof of submission (e.g., email confirmation) of the proposed JV agreement to the cognizant SBA district office.

(c) VOLUME I - PAST PERFORMANCE PROPOSAL

(1) Volume I shall be compatible with Microsoft Word 2007.

(2) It is preferred that all data/information be provided in one file. However, if the information requires more than one file, all files shall be saved in one directory. No two files or folders shall have the same file name.

(d) VOLUME II - BUSINESS PROPOSAL

(1) Volume II shall be compatible with Microsoft Excel 2007 and Microsoft Word 2007 (supporting narrative). Electronic spreadsheets in word processing and PDF formats are not acceptable.

(2) It is preferred that all electronic spreadsheets be provided in one file with as many workbooks as necessary. However, if the information requires more than one file, all files shall be saved under one folder. No two files or folders shall have the same file name. All linking must be within each folder, and all linked files must be provided. Do not include external links.

(3) All electronic spreadsheets shall be self-calculating and shall not contain hidden cells, be locked/protected or secured by password. The offeror shall explain any absolute values.

(e) VOLUME III – SMALL BUSINESS UTILIZATION PROPOSAL

(1) Volume IV shall be compatible with Microsoft Word 2007.

(2) It is preferred that all data/information be provided in one file. However, if the information requires more than one file, all files shall be saved in one directory. No two files or folders shall have the same file name.

(f) VOLUME IV - ADDITIONAL SUBMITTALS

(1) Volume IV shall be compatible with Microsoft Word 2007.

(2) It is preferred that all data/information be provided in one file. However, if the information requires more than one file, all files shall be saved in one directory. No two files or folders shall have the same file name.

(End of provision)

L.19 PAST PERFORMANCE, PRICE , AND SMALL BUSINESS UTILIZATION TRADEOFF - SOURCE SELECTION INSTRUCTIONS

This procurement will be conducted as a Past Performance/Price/Small Business Utilization Tradeoff Source Selection. The Government seeks to select offeror(s) whose proposal represents the best value considering past performance, price, and small business utilization.

(End of provision)

L.20 VOLUME I – PAST PERFORMANCE PROPOSAL

(1) **Background:** Past performance is one indicator of an offeror's ability to perform successfully. Therefore, this factor will assess each offeror's current/recent record; including the record of any subcontractors. Past performance consists of work performed by the offeror, or subcontractor, within the past three years that is similar in size as well as comparable in content and complexity to the requirements of this solicitation.

(2) **Content Guidelines:** The offeror shall include in its proposal the overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. However, for newly formed businesses having little or no experience as the new business entity, the offeror may submit the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s). Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the offeror's performance under a contract resulting from this solicitation.

Offerors which are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance shall only be considered to the extent that the proposal clearly demonstrates that the resources of the other companies will affect the offeror's performance on the proposed contract.

(3) **Proposal Content:** The offeror shall submit past performance information in the following format and sequence to include all information prescribed below for the offeror and for each entity that is a part of the proposed team (teaming arrangements and subcontractor(s) associated with this offer, etc.).

(i) The offeror shall include a list of the three most relevant contracts that the prime and each significant subcontractor have held within the past three years for requirements that are similar in size/complexity and, work content, to the requirements of this solicitation. For each contract identified, include:

- a. Contract Number
- b. Contracting Agency
- c. Points of contact in the program and contracting offices, including accurate telephone numbers and e-mail addresses.
- d. Contract type
- e. Contract beginning and ending dates
- f. Original cost/price and delivery terms, as well as actual cost/price and delivery
- g. Base, fixed, incentive and award fee available, if applicable. Incentive and award fee actually earned (by contract year), if applicable
- h. Description of contract work content, mapped to the Performance Work Statement in Exhibit A where applicable (i.e. PWS Sections 3.0, 4.0 and 5.0).
- i. The extent to which contract objectives were met, including
 1. Technical
 2. Schedule
 3. Cost
 4. Occupational Health
 5. Safety
 6. Security
 7. Overall mission success (identify problems in delivered hardware and software that resulted in delays or failures)

(ii) The offeror shall include a list of the firms that will submit past performance questionnaires (see paragraph 4 below) along with the written consent of any proposed subcontractor to allow NASA to discuss the subcontractors' past performance with the offeror.

(iii) The offeror shall demonstrate in its Past Performance narrative for each referenced contract how the work that the offeror performed under the contract is relevant to the work required by the FCSR PWS considering the size, work content and complexity of the work performed under each contract. Utilizing this approach, the offeror's narrative shall address flight critical systems research in the areas outlined in the attached PWS (Section J, Exhibit A). For example, discussion may include, but not be limited to, the relevant research problem, any unique / innovative approaches taken to address the research problem, and any notable technical or regulatory impact resulting from the work. The offeror may submit additional information at its discretion (within the page limits established in Section L.15) if it considers such information necessary to establish a record of relevant performance.

(4) **Past Performance Questionnaires:** Each offeror, as well as any subcontractor shall select three customers for whom it has performed services or delivered products in the last three years that are similar in size, content, and complexity to the requirements of this solicitation. The offeror shall provide each of these customers a Past Performance Questionnaire (Section J, Attachment 3 to this solicitation) for completion and submission to the Contract Specialist for this solicitation. The selected customers must return this questionnaire within the timeframe specified in this solicitation to the email

address or fax number provided on the questionnaire. NASA may verify the information submitted with the references provided.

(5) **Independent Past Performance Information:** NASA may consider in the source selection process data obtained from other sources, [including, but not limited to, the Contractor Performance Assessment Reporting System (CPARS)] and other references in addition to those provided by the offeror and its significant subcontractors. While NASA may elect to consider data obtained from other sources, offerors retain the burden of providing relevant references that NASA can readily contact and for presenting information establishing the relevance of their experience to NASA's requirements under this RFP.

L.21 VOLUME II – BUSINESS PROPOSAL

(1) **RESPONSIBILITY DETERMINATION:** In NASA's evaluation of an offeror's responsibility, NASA intends to evaluate the areas set forth in 9.104-1, which will include but not be limited to an evaluation of the accounting and quality assurance measures as set forth in the RFP. Any communications regarding responsibility determinations will not be considered "exchanges" as set forth in FAR 15.306.

(2) **ACCOUNTING SYSTEM DETERMINATION OF ADEQUACY:** FAR 16.301-3 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. Therefore, in order to receive a contract award, the offeror shall have an accounting system that is in compliance with FAR 52.216-7, Allowable Cost and Payment, and capable of accurately collecting, segregating and recording costs by contract and by individual task order.

The offeror shall complete Attachment 2, Cost Form D.

The offeror shall provide evidence of an adequate accounting system for accumulating and reporting incurred costs, as determined by the cognizant Government administrative office.

The offeror shall provide the date of acceptance/approval of the accounting system by the Government Audit Agency, (GAA).

The offeror shall list any other systems, e.g., estimating, purchasing, billing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office.

The offeror shall explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

The offeror, if applicable, shall provide a copy of the most current Forward Pricing Rate Agreement.

If the prime offeror or any significant subcontractor is subject to Cost Accounting Standards, the offeror shall provide a statement on the status of the Cost Accounting Standards Disclosure Statement, whether the submitted proposal was developed in accordance with that Disclosure Statement, and the status of any unresolved Cost Accounting Standards issues.

(3) COST/PRICE GENERAL INSTRUCTIONS:

- (a) In order to determine cost realism, the offeror shall submit Information Other than Cost or Pricing Data pursuant to FAR 15.403-3.
- (b) The offeror shall comply with the instructions in this section and those on the Cost/Price Forms, Section J, Attachment 2. The offeror shall include sufficient detail to support and explain all costs proposed, giving figures and narrative explanation.
- (c) The offeror shall provide the following contract administration information:
- (i) Cognizant Government Audit Agency (GAA) with mailing address, email address, telephone number, and fax number, and
 - (ii) Cognizant Government Administrative Contracting Officer (ACO) by name with mailing address, email address, telephone number, and fax number.
- (d) The offeror shall prepare the cost proposal in a manner consistent with its current accounting system.

(4) COST/PRICE FORMS:

- (a) The offeror shall complete the Cost/Price Forms in Section J, Attachment 2 to this solicitation. The cost evaluation will be focused on the completed Forms and the supporting narrative.
- (b) Subcontractor Proposal Information: The offeror shall submit a separate cost proposal that complies with the cost/pricing instructions of this solicitation, for each subcontractor providing direct labor expected to exceed 10% of the total proposed price for the life of the contract. Subcontractors may submit proprietary cost data directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation. The price(s) presented in the offeror's proposal for the subcontracted effort(s) will be considered the intended price(s). If applicable, the offeror shall explain any differences between the subcontractor total proposed price and that proposed by the prime offeror. The offeror shall provide sufficient information to support their determination of price/cost reasonableness of subcontractor proposed costs (see FAR 15.404-3, Subcontract pricing considerations).

(1) LABOR

- a. The offeror shall show the hours and costs by labor classification/category. The offeror shall show the derivation of its productive work-year. If contract years (CY) cross offeror fiscal years (FY), the offeror shall show how FY rates were apportioned to establish CY rates (Attachment 2 - Cost Form C). The offeror shall explain any composite hourly labor rates.
- b. For proposal purposes, the offeror shall compute labor hours and cost using the labor categories and hours provided below. The estimated hours are for proposal and evaluation purposes only and do not obligate NASA to place orders above the required minimum. It is not intended that the resulting cost proposal equal the contract maximum value.

Labor Category	Estimated Hours for Proposal and Evaluation Purposes by Contract Year (CY)					
	CY 1	CY 2	CY 3	CY 4	CY 5	Total
Principal Engineer/Scientist	3,200	3,200	3,200	3,200	3,200	16,000
Senior Engineer/Scientist	4,700	4,700	4,700	4,700	4,700	23,500
Engineer/Scientist	7,400	7,400	7,400	7,400	7,400	37,000
Subject Matter Expert	500	500	500	500	500	2,500
Technician	390	390	390	390	390	1,950
Administrative Associate	390	390	390	390	390	1,950
Total Hours	16,580	16,580	16,580	16,580	16,580	82,900

c. The offeror shall indicate if any of the positions identified above are classified by the offeror's accounting system as other than direct labor, or if the offeror proposes to subcontract any of the positions. If necessary, offerors shall provide a crosswalk from the labor categories to labor categories in the offeror's current accounting system. See Section J, Exhibit K for definitions of the direct labor categories identified above.

d. Each proposed labor rate shall include anticipated escalation unless escalation is prohibited by law, regulation or a specific clause in this contract.

(2) INDIRECT COSTS: For each indirect pool, the offeror shall identify the rates and bases used to determine the proposed costs for this proposal. The offeror shall explain how this contract has been considered in determining the proposed indirect rates and show the impact of this contract on the offeror's forecasted indirect bases and pools. If indirect rates have not been reviewed within the last 12 months by the responsible GAA, the offeror shall provide a cost history for the last three years, including the actual expense pools and application base amounts for the larger indirect pools (e.g., overhead, fringe benefits, and G&A). The offeror shall detail all cost elements in the pools and bases. If contract years cross offeror's fiscal years, the offeror shall show how fiscal year rates were apportioned to establish contract year rates (Attachment 2 – Cost Form C).

(3) OTHER DIRECT COSTS (ODC)

a. For proposal purposes, the offeror shall propose ODC's using the estimated amounts below. The offeror shall apply applicable burden rates to these ODC numbers. The estimated ODC amounts are for proposal and evaluation purposes only and do not obligate NASA to place orders above the required minimum.

ODC	Estimated Amounts for Proposal and Evaluation Purposes					
	CY 1	CY 2	CY 3	CY 4	CY 5	Total
Materials*	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$2,750,000
Travel	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$450,000
Total	\$640,000	\$640,000	\$640,000	\$640,000	\$640,000	\$3,200,000

* Materials include metal enclosures, boxes, plastic enclosures, and electronic gears from components to systems, and other material costs related to task orders issued by the Government

b. For other ODCs proposed for which a value is not specified above, the offeror shall provide an itemized breakdown and Basis of Estimate (BOE).

(4) FACILITIES CAPITAL COST OF MONEY (FCCOM): The offeror shall either propose FCCOM if it chooses to include it (ref. FAR 52.215-16 Facilities Capital Cost of Money). If the offeror does not propose FCCOM, FAR 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract.

(5) ESCALATION: The offeror shall propose anticipated escalation factors and amounts unless escalation is prohibited by law, regulation, or a specific clause in this document (See FAR 52.222-43-Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)). The offeror shall provide the derivation and rationale for the proposed escalation rates. The offeror shall discuss the rationale for not escalating any elements that would normally be escalated.

(6) QUALITY SYSTEM(S): If there are any costs for ISO 9001 or CMMI for Development Capability, the offeror shall specify where they are included.

(7) FIXED FEE: The offeror shall show the amounts proposed for fixed fee for each contract year. The offeror shall provide rationale for the proposed amounts.

(8) INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (ID/IQ) SCHEDULE OF RATES:

a. The offeror shall complete the Schedule of Rates set forth in Section J, Attachment 2, Cost Form E, which will become Section J, Exhibit C of the contract. The offeror shall submit this Exhibit as part of its contract offer. The offeror shall propose fully burdened labor rates through G&A (including all applicable indirect costs applied to labor). The offeror shall not include fee in the contract Schedule of Rates.

b. The offeror shall identify prime offeror and subcontractor(s) rates separately in Section J, Attachment 2, Cost Form E, which will become Section J, Exhibit C of the contract. If any labor category is proposed to be performed by both the offeror and a subcontractor, that category shall be listed separately under both the prime and the subcontractor labor categories. The offeror shall explain any composite hourly rates crossing fiscal years or combining multiple labor categories. Do not combine or reflect offeror and subcontractor rates as composite(s).

c. The subcontracted direct labor rates shall be fully burdened with all applicable subcontractor direct and indirect costs, including subcontractor fee (or profit if applicable). No prime contractor burden shall be included.

L.22 VOLUME III – SMALL BUSINESS UTILIZATION

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

Offerors who are considered to be a large business whose proposal includes small businesses to meet or exceed established goals shall include letters of commitment from the proposed small business within Volume III, Small Business Utilization.

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

(a) Small Business Subcontracting

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

(i) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan with 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.

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

Small Businesses (SB)	10%
Small Disadvantaged Business Concerns (SDB)	2%
Women Owned Small Business Concerns (WOSB)	2%
Historically Black Colleges and Universities (HBCU)/Minority Institutions(MI)	0%
HUBZone Small Business Concerns (HBZ)	0%
Veteran Owned Small Business Concerns (VOSB)	2%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1%

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

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

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

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal

proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall submit Small Business Subcontract Plan Goals, which provides a breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

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

	Column A	Column B	Column C
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	\$1,500,000	3 percent

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

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

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

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

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered “high technology.” High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists

(2) If the subcontractor(s) is 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.)

(3) 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 Other than Small (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.)

(End of provision)

L.23 VOLUME IV – ADDITIONAL SUBMITTALS

The offer shall submit the below identified documents at the time of proposal submission. Although submitted at the time of proposal, they are not considered evaluation factors for award.

(1) Facility Clearance: Offerors who possess a facility security clearance at the level of Secret (see DD Form 254, Section J, Exhibit H) shall provide proof at time of proposal submission. NASA anticipates less than five percent of all task order work will be classified, therefore offerors are not required to demonstrate at time of proposal submission that they have the capability to perform work at the level of security. Offerors who possess a facility clearance of Secret are required to submit appropriate facility clearance documentation, the DD 254 will become Section J, Exhibit H for resultant contract awards. Offerors who do not possess a facility clearance of Secret will not be precluded from receiving a contract award, but may be precluded from competing for work at the task order level should a facility clearance of Secret be required for task order performance. This will not be evaluated.

(2) Work Performance Matrix: The offeror shall complete the work performance matrix (Section J, Attachment 4) for the prime contractor and each subcontractor with the percentage of work that each will perform in each PWS area. The work performance matrix will be used to determine which firms are performing in which PWS areas. This will not be evaluated.

(3) Quality: All offerors are required at proposal due date to have quality system procedures that are compliant with ISO 9001 standards (as defined in H. 17).

1.1 All Offerors shall submit a Quality Plan. The Quality Plan shall describe how the Offeror will develop quality system documentation or modify existing quality system documentation needed to ensure effective planning, operation and control of processes/work activities specific to this contract. Within this document, describe how the integrity of the Quality Management System (QMS) is maintained when changes to the QMS are planned and implemented to include the following:

- a. Copy of the offeror's Quality System Manual(s) for ISO 9001.
- b. Quality system procedures that at a minimum address:
 - (a) contract and subcontract management,
 - (b) customer requirement review and execution,
 - (c) task management, including work order generation and processing,
 - (d) document control,
 - (e) handling of customer supplied product,
 - (f) corrective, preventive and continuing improvement action systems,
 - (g) training of employees,
 - (h) customer satisfaction/performance measurement and
 - (i) design control.

1.2 Offerors which ARE ISO 9001 certified/registered (as defined in Section H.?) at proposal due date: Provide a copy of your ANSI/ISO/ASQC Q 9001 Certification/Registration certificate.

1.3 Definitions:

Quality System Manual – A manual specifying the quality management system of an organization. Note: quality manuals can vary in detail and format to suit the size and complexity of an individual organization.

Quality System Procedures - Written procedures documenting "how business is done" within an organization's quality management system.

Quality Plan - A document specifying which procedures and associated resources shall be applied by whom and when to a specific project, product or process in order to accomplish contractual requirements.

[End of Section]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE – SECTION M

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

M.2 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.3 BASIS FOR CONTRACT AWARD

(a) This best value source selection will be conducted in accordance with FAR and NASA FAR Supplement Part 15 using a past performance, price, and small business utilization tradeoff approach. Evaluation will be performed in accordance with the evaluation factors and instructions set forth in the solicitation.

(b) Pursuant to NFS 1815.300-70(ii), this source selection WILL NOT use a mission suitability factor and numerical scoring. Tradeoff process (see FAR 15.101-1) will only be performed between past performance, price, and small business utilization. Exchanges may occur if determined necessary by the Contracting Officer (see 15.306).

(c) Proposals received in response to this solicitation will be evaluated by a Source Evaluation Team (SET) in accordance with NFS 1815.3 and the solicitation. The SET will rate Past Performance, and the SET will consider Price and Small Business Utilization in accordance with this Section M. The Government intends to award several contracts from this solicitation and reserves the right to award contracts if the Source Selection Authority (SSA) determines an offeror's past performance, price, and small business utilization offers the Government a reasonable expectation of enhancing competition in task order competitions (see clauses H.6 and H.7) conducted under the resulting contracts. The specific steps for evaluations are as follows:

Step 1: 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.

Step 2: The SET will only evaluate the Past Performance, Price, and Small Business Utilization Factors for the offerors remaining after Step 1. The past performance evaluation will be conducted in accordance with Section M of the solicitation. Price proposals will be also be evaluated in accordance with Section M and ranked from lowest to highest price. An offeror's proposed price will be the total contract price proposed in Cost Form A, Section J, Attachment 2.

Step 3: The SSA, after consultation with the SET and other advisors, will select the offerors that offer the Government a reasonable expectation of enhancing competition in task order competitions conducted under the resulting contracts. The SSA shall make an integrated assessment based on a comparative assessment against all source selection criteria in the solicitation. The SSA

will consider past performance ratings assigned by the SET; however, the SSA will base selection on substantive differences that are reflected by the ratings as opposed to basing selection on mere differences in ratings.

M.4 EVALUATION FACTORS

There will be three factors of evaluation for proposals: (1) Past Performance; (2) Price; and (3) Small Business Utilization, as set forth below.

M.4(a) PAST PERFORMANCE FACTOR

Under the Past Performance factor, the Government will evaluate each offeror's current/recent record (including the record of any subcontractors, but not the past performance of individuals who are proposed to be involved in the required work), of performing services or delivering products that are similar in size, content, and complexity to the requirements of this solicitation. The Government will evaluate the past performance of the prime and each subcontractor considering the amount and type of work each firm is proposed to perform. The confidence rating assigned to Past Performance (as defined below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and data NASA obtains from other sources. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating Past Performance Ratings. The confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "pertinence" component. The offeror must meet the requirements of **both** components to achieve a particular rating. In assessing pertinence, the Government will consider the degree of similarity in size, content, and complexity to the requirements in this solicitation, as well as the recency and duration of the past performance.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical, schedule, cost, management, occupational health, safety, security, overall mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action, will not reduce the offeror's confidence rating. On the other hand, confidence ratings will be reduced when problems were within the contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

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

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

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

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

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

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

M.4(b) PRICE FACTOR

In accordance with FAR 15.404-1(b), the Government will conduct a price analysis by evaluating the prices proposed in response to this solicitation. Specifically, the evaluations will include, but are not limited to, comparing the prices proposed in response to this solicitation, comparing the proposed prices to historical prices for the same or similar items purchased by the Government, and comparing the proposed prices to the independent Government cost estimate.

Furthermore, in accordance with FAR 15.404-1(d), the Government will conduct a cost realism analyses by 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 and reflect a clear understanding of the capabilities required to meet the PWS requirements. The Government will derive a probable cost, which is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analyses performed. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of each offeror's proposal. The probable cost shall be used for the purposes of evaluation to determine the best value.

M.4(c) SMALL BUSINESS UTILIZATION FACTOR

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. Offerors commitment to the small business program will be evaluated for strengths and weaknesses as appropriate, and will not be adjectively rated or scored.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan (in the case of small businesses see (a)(2), below) will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers 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.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which any work performed by a small business as prime or subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the prime or the subcontractor(s) (enforceable vs. non-enforceable commitments.)

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate the extent of commitment that the prime will perform the work and subcontracting commitments only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large 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 TRADEOFF PROCESS

A tradeoff process (see FAR 15.101-1) will be performed between past performance, price, and small business utilization factors.

M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Overall, in the selection of an offeror for contract award, the Past Performance Factor is significantly more important than the Price Factor in importance. The Price Factor is somewhat more important than the Small Business Utilization Factor.

M.7 ALTERNATIVE EVALUATION PROCEDURES

If 5 or fewer proposals are received, then in lieu of the source selection procedures described above and in accordance with NFS 1815.305-71(b), the SET will evaluate each of the proposals received to determine whether or not it is acceptable and the contracting officer may negotiate award of up to 5 contracts.

[END OF SECTION]