

|  |  |  |  |                  |   |
|--|--|--|--|------------------|---|
| <b>SOLICITATION, OFFER AND AWARD</b>   |  | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)  |  | RATING<br>DO-C-9 | PAGE OF PAGES<br>1                        |
| 3. SOLICITATION NO.<br>NNA08223261R-ACD  |  | 4. TYPE OF SOLICITATION<br><input type="checkbox"/> SEALED BID (IFB)<br><input checked="" type="checkbox"/> NEGOTIATED (RFP) |  | 5. DATE ISSUED   | 6. REQUISITION/PURCHASE NO.<br>4200223261 |
| 7. ISSUED BY<br>NASA Ames Research Center<br>Attn: JAC; M/S 241-1; Starr L. Strong<br>Moffett Field, CA 94035-1000 |  | CODE   | 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 **6** 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 **Building 241, Room 223 until 1:00 PM** Pacific Standard Time (PST) on **September 15, 2009**.

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<br><b>Starr L. Strong</b> | B. TELEPHONE NO. (NO COLLECT CALLS)<br>(650) 604-4699 | C. EMAIL ADDRESS<br>Starr.L.Strong@nasa.gov |
|---------------------------|-----------------------------------|---|---|

### 11. TABLE OF CONTENTS

| (✓) | SEC.                  | DESCRIPTION                         | PAGE(S) | (✓) | SEC.                       | DESCRIPTION                              | PAGE(S) |
|-----|-----------------------|-------------------------------------|---------|-----|----------------------------|--|---------|
|     | PART I - THE SCHEDULE |                                     |         |     | PART II - CONTRACT CLAUSES |  |         |
|     | A                     | SOLICITATION/CONTRACT FORM          |         |     | I                          | CONTRACT CLAUSES                         |         |
|     | B                     | SUPPLIES OR SERVICES AND PRICE/COST |         |     | J                          | OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |         |
|     | C                     | DESCRIPTION/SPECS./WORK STATEMENT   |         |     | K                          | ATTACHMENTS                              |         |
|     | D                     | PACKAGING AND MARKING               |         |     | L                          | V - REPRESENTATIONS AND INSTRUCTIONS     |         |
|     | E                     | INSPECTION AND ACCEPTANCE           |         |     | M                          | REPRESENTATIONS, CERTIFICATIONS          |         |
|     | F                     | DELIVERIES OR PERFORMANCE           |         |     | N                          | AND OTHER STATEMENTS OF OFFERORS         |         |
|     | G                     | CONTRACT ADMINISTRATION DATA        |         |     | O                          | INSTRS., CONDS., AND NOTICES TO OFFERORS |         |
|     | H                     | SPECIAL CONTRACT REQUIREMENTS       |         |     | P                          | EVALUATION FACTORS FOR AWARD             |         |

### 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 180 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<br><i>(See Section I, Clause No. 52.232-8)</i>  |        | 10 CALENDAR DAYS<br>% | 20 CALENDAR DAYS<br>%   | 30 CALENDAR DAYS<br>%   | CALENDAR DAYS<br>% |
| 14. ACKNOWLEDGMENT OF AMENDMENTS<br><i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i> |        | AMENDMENT NO.         | DATE  | AMENDMENT NO.   | DATE               |
| 15A. NAME AND ADDRESS OF OFFEROR  |        | CODE                  | FACILITY  | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER<br><i>(Type or print)</i> |                    |
| 15B. TELEPHONE NO.<br>AREA CODE   | NUMBER | EXT                   | <input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE   | 18. OFFER DATE     |

### AWARD (To be completed by Government)

|  |            |   |  |  |                    |
|--|------------|---|--|--|--------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED  | 20. AMOUNT | 21. ACCOUNTING AND APPROPRIATION  |  |  |                    |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br><input checked="" type="checkbox"/> 10 U.S.C. 2304(c) ( 5 ) <input type="checkbox"/> 41 U.S.C. 253(c) ( ) |            | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN<br><i>(4 copies unless otherwise specified)</i>                             |  |  | ITEM<br><b>25</b>  |
| 24. ADMINISTERED BY (If other than Item 7) CODE  |            | 25. PAYMENT WILL BE MADE BY<br>NSSC – FMD Accounts Payable<br>Bldg. 1111, C. Road<br>Stennis Space Center, MS 39529 |  |  | CODE<br>CFS:203-18 |
| 26. NAME OF CONTRACTING OFFICER (Type or print)  |            | 27. UNITED STATES OF AMERICA<br><br><i>(Signature of Contracting Officer)</i>                                       |  |  | 28. AWARD DATE     |

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

## TABLE OF CONTENTS

|  |   |
|--|---|
| PART I – THE SCHEDULE  | 1 |
| SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS  | 1 |
| B.1 SUPPLIES/SERVICES TO BE PROVIDED   | 1 |
| B.2 TYPE OF CONTRACT: INDEFINITE DELIVERY INDEFINITE<br>QUANTITY/FIRM FIXED PRICE                        | 2 |
| B.3 CUMULATIVE VALUE FOR FIRM-FIXED-PRICE TASK ORDERS  | 2 |
| B.4 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FIRM FIXED-<br>PRICE (FFP) RATE                       | 2 |
| B.5 LIMITATIONS ON PERIOD OF PERFORMANCE   | 3 |
| SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK   | 1 |
| C.1 SPECIFICATION/STATEMENT OF WORK  | 1 |
| SECTION D – PACKAGING AND MARKING  | 2 |
| D.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<br>– SECTION D                             | 2 |
| SECTION E – INSPECTION AND ACCEPTANCE  | 1 |
| E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<br>– SECTION E                             | 1 |
| E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT<br>(AUG 2003)                               | 1 |
| SECTION F – DELIVERIES AND PERFORMANCE   | 1 |
| F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<br>-- SECTION F                            | 1 |
| F.2 PERIOD OF PERFORMANCE  | 1 |
| F.3 PLACE OF PERFORMANCE   | 2 |
| F.4 DELIVERY SCHEDULE  | 2 |
| F.5 DELIVERY OF REPORTS  | 2 |
| SECTION G – CONTRACT ADMINISTRATION DATA   | 1 |
| G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<br>-- SECTION G                            | 1 |
| G.2 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY<br>REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) | 1 |

|   |  |    |
|---|--|----|
| G.3                                       | NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)  | 2  |
| G.4                                       | NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT<br>PROPERTY. (DEVIATION) (SEP 2007) (ALT 1) (DEVIATION) (SEP 2007) | 3  |
| G.5                                       | NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT<br>EQUIPMENT (DEVIATION) (SEP 2007)                           | 5  |
| G.6                                       | ARC 52.232-90 SUBMISSION OF INVOICES (JUN 2008)  | 6  |
| SECTION H – SPECIAL CONTRACT REQUIREMENTS |  | 1  |
| H.1                                       | FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)<br>-- SECTION H  | 1  |
| H.2                                       | ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF<br>FUTURE CONTRACTING  | 1  |
| H.3                                       | NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)<br>ALTERNATE I (OCT 1996) (MODIFIED JUL 2009)                       | 4  |
| H.4                                       | NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)  | 5  |
| H.5                                       | ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP<br>2007)  | 5  |
| H.6                                       | ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART)<br>PARTICIPATION (APR 2004)                                   | 6  |
| H.7                                       | ARC 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006)<br>ALTERNATE I (OCT 2006)                                      | 7  |
| H.8                                       | ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT<br>ADMINISTRATION (OCT 2004)  | 7  |
| H.9                                       | PATENT RIGHTS  | 7  |
| H.10                                      | INCORPORATION OF THE CONTRACTOR'S PROPOSAL   | 8  |
| H.11                                      | ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL<br>1988)  | 8  |
| H.12                                      | ARC 52.227-96 HANDLING OF DATA (JUN 1989)  | 8  |
| H.13                                      | CONTRACTOR PURCHASING (FIXED PRICE CONTRACTS)  | 9  |
| H.14                                      | NON-PERSONAL SERVICES  | 10 |
| H.15                                      | PERFORMANCE ASSESSMENT   | 10 |
| H.16                                      | NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)<br>(MAR 1989)   | 11 |
| H.17                                      | NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)<br>ALTERNATE II (OCT 2000)                                     | 13 |
| SECTION I – CONTRACT CLAUSES              |  | 1  |
| I.1                                       | FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB<br>1998) – SECTION I  | 1  |
| I.2                                       | FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR<br>PERSONNEL (SEP 2007)                                      | 5  |
| I.3.                                      | NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF<br>UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)                 | 8  |

|   |  |    |
|---|--|----|
| I.4   | NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)  | 10 |
| I.5   | NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008) (DEVIATION)                 | 10 |
| I.6   | NFS 1852.215-84 OMBUDSMAN (OCT 2003)   | 14 |
| I.7   | FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)   | 14 |
| I.8   | FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)   | 15 |
| SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS                |  | 1  |
| J.1   | ARC 52.211-90 LIST OF ATTACHMENTS (FEB 1997)   | 1  |
| SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS |  | 1  |
| K.1   | FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)   | 1  |
| K.2   | NFS 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (DEVIATION) (SEP 2007) | 2  |
| K.3   | FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JUL 2009)  | 2  |
| SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS                 |  | 1  |
| L.1   | FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)  | 1  |
| L.2   | FAR 52.216-1 TYPE OF CONTRACT (APR 1984)   | 2  |
| L.3   | FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)  | 2  |
| L.4   | PROPOSAL PAGE LIMITATIONS  | 2  |
| L.5   | PROPOSAL PREPARATION--GENERAL INSTRUCTIONS   | 3  |
| L.6   | PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS  | 6  |
| L.7   | NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (SEP 2007)   | 26 |
| SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS                          |  | 1  |
| M.1   | FAR 52.232-1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)  | 1  |
| M.2   | EVALUATION APPROACH  | 1  |
| M.3   | WEIGHTING AND SCORING  | 13 |

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 SUPPLIES/SERVICES TO BE PROVIDED**

(a) This is an Indefinite Delivery Indefinite Quantity (IDIQ), Firm-Fixed-Price (FFP) contract. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C and as identified under individual task orders.

| 1. Item No. | 2. Description   | 3. Qty | 4. Unit     | 5. Price             |
|-------------|--|--------|-------------|----------------------|
| 01*         | Business Operations and Technical Services (BOATS) for the Phase-In Period set forth in Section F., paragraph F.2 (a), in accordance with the Phase-In Plan.                                       | 1      | Job         | \$ _____             |
| 02          | Business Operations and Technical Services (BOATS) for the Base Period set forth in Section F., paragraph F.2 (b); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3 | TBD    | Task Orders | Based on Task Orders |

\*Line Item No. 01: Prior to Phase-In Period the Phase-In task will be awarded.

(b) **OPTION PERIODS:**

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

| 1. Item No.            | 2. Description   | 3. Qty | 4. Unit     | 5. Price             |
|------------------------|--|--------|-------------|----------------------|
| <b>OPTION PERIOD 1</b> |  |        |             |                      |
| 03                     | Business Operations and Technical Services set forth in Section F., paragraph F.2 (c); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3 | TBD    | Task Orders | Based on Task Orders |
| <b>OPTION PERIOD 2</b> |  |        |             |                      |
| 04                     | Business Operations and Technical Services set forth in Section F., paragraph F.2 (d); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3 | TBD    | Task Orders | Based on Task Orders |

| 1. Item No.     | 2. Description   | 3. Qty | 4. Unit     | 5. Price             |
|-----------------|--|--------|-------------|----------------------|
| OPTION PERIOD 3 |  |        |             |                      |
| 05              | Business Operations and Technical Services set forth in Section F., paragraph F.2 (e); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3 | TBD    | Task Orders | Based on Task Orders |

(End of clause)

**B.2 TYPE OF CONTRACT: INDEFINITE DELIVERY INDEFINITE QUANTITY/FIRM FIXED PRICE**

The minimum contract value of work that will be ordered under this contract is \$100,000. The maximum value that can be ordered under this contract is \$70,000,000.

The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$70,000,000 maximum amount.

For information purposes only: The maximum amount of the contract is derived from historical data of \$14,000,000 per year.

(End of clause)

**B.3 CUMULATIVE VALUE FOR FIRM-FIXED-PRICE TASK ORDERS**

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued task orders. This clause will be updated on a periodic basis to reflect the value of issued task orders.

The total firm-fixed-price of Task Orders is included in Attachment J.1(a)10.

(End of clause)

**B.4 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FIRM FIXED-PRICE (FFP) RATE**

(a) The purpose of this clause is to set forth Not-to-Exceed Firm-Fixed Priced combined (fully burdened) direct, indirect, and profit rates for the contract, as identified in the Pricing Template Workbook Attachment J.1(a)(7), to be used in subsequent negotiations of IDIQ FFP task orders (TOs), in accordance with the task ordering procedures set forth in this contract. The contractor may propose rates less than, but not exceeding, the Not-to-Exceed Firm-Fixed Priced Rates. Contingent upon approval by Contracting Officer, the rates may be subject to change through bi-lateral agreement(s) between the Government and the contractor, if so requested by the

contractor, after any Collective Bargaining Agreement updates or on an annual basis for Wage Determination updates. Any such changes to the rates shall not be used to retroactively change any prior negotiated TO agreements.

(b) In accordance with Section I clause 52.216-22 – Indefinite Quantity, a Task Order may be issued at any time within the period specified in clause B.5, Limitations on Period of Performance.

(End of clause)

#### **B.5 LIMITATIONS ON PERIOD OF PERFORMANCE**

The period of performance for issuing task orders under this contract is for two years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government. Each individual task order will include its own period of performance.

(End of clause)

[END OF SECTION]

**SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide Business Operations and Technical Services (BOATS) specified in Section B in accordance with the Statement of Work located in Section J as Attachment J.1(a) 1.

(End of clause)

[END OF SECTION]

**SECTION D – PACKAGING AND MARKING**

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:<http://acquisition.gov/far/index.html>

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

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

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

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

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

(End of clause)

[END OF SECTION]

**SECTION E – INSPECTION AND ACCEPTANCE**

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:<http://acquisition.gov/far/index.html>

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

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

| CLAUSE NO. | DATE     | TITLE                                |
|------------|----------|--------------------------------------|
| 52.246-2   | AUG 1996 | INSPECTION OF SUPPLIES – FIXED-PRICE |
| 52.246-4   | AUG 1996 | INSPECTION OF SERVICES – FIXED-PRICE |
| 52.246-16  | APR 1984 | RESPONSIBILITY FOR SUPPLIES          |

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

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

(End of clause)

**E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in: an original and One (1) copy.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

[END OF SECTION]

**SECTION F – DELIVERIES AND PERFORMANCE**

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://acquisition.gov/far/index.html>

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

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

| CLAUSE NO. | DATE     | TITLE                    |
|------------|----------|--------------------------|
| 52.242-15  | AUG 1989 | STOP-WORK ORDER          |
| 52.242-17  | APR 1984 | GOVERNMENT DELAY OF WORK |
| 52.247-34  | NOV 1991 | F.O.B. DESTINATION       |

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

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

(End of clause)

**F.2 PERIOD OF PERFORMANCE**

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

(a) PHASE-IN PERIOD

The Phase-in Period of this contract shall be for 30 days beginning on the effective date of this contract.

(b) BASE PERIOD

The base period of performance of this contract shall be 23 months from the end of the Phase-In Period.

(c) OPTION PERIOD 1

If exercised, the period of performance of the first option of this contract shall be 12 months from the end of the Base Period.

(d) OPTION PERIOD 2

If exercised, the period of performance of the second option of this contract shall be 12 months from the end of Option Period 1.

(e) OPTION PERIOD 3

If exercised, the period of performance of the third option of this contract shall be 12 months from the end of Option Period 2.

(End of clause)

### F.3 PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed at the following location(s): Moffett Field, CA and at such other locations as may be directed by the Contracting Officer as set forth in task orders issued under the contract.

(End of clause)

### F.4 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center  
Contract "TBD"  
Moffett Field, CA 94035-1000  
Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, Delivery of Reports.

(End of clause)

### F.5 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 3, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(End of clause)

[END OF SECTION]

**SECTION G – CONTRACT ADMINISTRATION DATA**

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:<http://acquisition.gov/far/index.html>

NASA FAR Supplement (NFS) clauses:

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

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

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

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

| CLAUSE NO.  | DATE     | TITLE                                  |
|-------------|----------|--|
| 1852.227-86 | DEC 1987 | COMMERCIAL COMPUTER SOFTWARE-LICENSING |

(End of clause)

**G.2 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                         | OFFICE CODE | ADDRESS (INCLUDING ZIP CODE)  |
|-------------------------------|-------------|---|
| New Technology Representative | VP          | NASA Ames Research Center<br>M/S 202A-3<br>Moffett Field, CA 94035-1000 |
| Patent Representative         | DL          | NASA Ames Research Center<br>M/S 202A-4<br>Moffett Field, CA 94035-1000 |

(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.3 NFS 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.

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

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

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this

clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

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

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

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

(End of clause)

#### **G.4 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (DEVIATION) (SEP 2007) (ALT 1) (DEVIATION) (SEP 2007)**

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

##### NASA Procedural Requirements (NPRs)

- NPR 4100.1, *NASA Materials Inventory Management Manual*
- NPR 4200.1, *NASA Equipment Management Procedural Requirements*
- NPR 4300.1, *NASA Personal Property Disposal Procedural Requirements*

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

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

- (i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide

listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- (2) Office furniture.
- (3) Property listed in J.1(a)(4), Business Operations and Technical Support (BOATS) Government Supplied Equipment List

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

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

- (4) Supplies from stores stock and local Associated Industries for the Blind
- (5) Publications and blank forms stocked by the installation
- (6) Safety and fire protection for Contractor personnel and facilities
- (7) Installation service facilities
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty
- (9) Cafeteria privileges for Contractor employees during normal operating hours

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

(End of clause)

**G.5 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)**

(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 Handbook. This includes deliverable equipment listed in the schedule and other equipment when 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) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, 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 items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(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)

**G.6 ARC 52.232-90 SUBMISSION OF INVOICES (JUN 2008)**

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

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

This is the “designated billing and payment office” for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov) or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of Clause)

[END OF SECTION]

**SECTION H – SPECIAL CONTRACT REQUIREMENTS**

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:<http://acquisition.gov/far/index.html>

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

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

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

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

| CLAUSE NO.  | DATE     | TITLE  |
|-------------|----------|--|
| 1852.208-81 | NOV 2004 | RESTRICTIONS ON PRINTING AND DUPLICATING.  |
| 1852.223-70 | APR 2002 | SAFETY AND HEALTH  |
| 1852.223-75 | FEB 2002 | MAJOR BREACH OF SAFETY OR SECURITY.  |
| 1852.225-70 | FEB 2000 | EXPORT LICENSES. ( <i>Insert</i> : "NASA Ames Research Center" in paragraph (b)) |

(End of clause)

**H.2 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING**

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

(b) The nature of this potential conflict is:

*The Contractor, by supporting all organizations within Ames Research Center, may have access to Government sensitive data or proprietary data of other companies located here at Ames Research Center, within the meaning of FAR 9.505. This access creates a potential conflict of interest. The contractor may also participate in requirements identification and specification, statement of work development, benchmarking, and other*

*activities associated with Government procurement (i.e., request for proposals, cooperative agreement notices, and NASA research announcements). Access to such data or participation in defining requirements for future competitions also creates potential conflict of interest.*

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

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

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, engage in the following activities:

*(i) Design, develop, or produce technologies where it participated in developing the requirements for procurement of such technologies; or*

*(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the BOATS requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the BOATS requirements.*

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

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

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

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

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

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

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

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

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

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

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)8. This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

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

(End of clause)

**H.3 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) ALTERNATE I (OCT 1996) (MODIFIED JUL 2009)**

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

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

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

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

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

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

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 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.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

#### **H.4 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)**

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

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

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

*[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]*

(End of clause)

#### **H.5 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)**

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

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

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

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

(End of clause)

#### **H.6 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)**

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

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

(End of clause)

**H.7 ARC 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006)  
ALTERNATE I (OCT 2006)**

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

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

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

(End of clause)

**H.8 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT  
ADMINISTRATION (OCT 2004)**

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

(End of clause)

**H.9 PATENT RIGHTS**

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

(End of clause)

**H.10 INCORPORATION OF THE CONTRACTOR'S PROPOSAL**

The Contractor's Mission Suitability and Cost volumes of its proposal, including revision(s), submitted in response to the solicitation entitled "Business Operations and Technical Service (BOATS)" are hereby incorporated into this contract by reference.

(End of clause)

**H.11 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)**

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

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

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

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of clause)

**H.12 ARC 52.227-96 HANDLING OF DATA (JUN 1989)**

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

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties

which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

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

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

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of clause)

### **H.13 CONTRACTOR PURCHASING (FIXED PRICE CONTRACTS)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that may present themselves for a support service contract include the purchase, for government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e. non- contract related ODC's). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODC's being proposed by the Contractor. The Contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The Contractors proposals for task orders and contract modifications shall not include costs for labor, material, equipment, or ODC's that are not related to the direct performance of the contract SOW.

(End of clause)

#### **H.14 NON-PERSONAL SERVICES**

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

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

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

(End of clause)

#### **H.15 PERFORMANCE ASSESSMENT**

(a) As part of the Government's surveillance activities, a periodic performance assessment will be conducted under this contract. These assessments will be completed by the Government prior to the end of the base period and each option period of this contract, if exercised. Information from the assessment may be provided to the contractor for corrective actions and performance improvement. Additionally, these assessments may be considered when the government is considering exercising an option, and may be reviewed as part of the past performance evaluations for future NASA requirements and may be ascertained by other organizations requesting past performance information.

(b) Examples of performance factors that may be used by the Government include but are not limited to the following:

| Factor:            | Description:   |
|--------------------|--|
| OVERALL MANAGEMENT | Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control). |
| QUALITY            | Quality of the work performed under the contract or task order.  |
| TIMELINESS         | Timeliness of completing the contract or task order milestones and submitting deliverables.  |
| PRICE              | Optimal allocation of resources.   |
| OTHER              | Ability to manage subcontracts in support of the BOATS contract effort. Ability to ensure compliance with regulations.   |

(c) Periodic feedback to the Contractor will include an assessment of overall contract performance.

(End of clause)

**H.16 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)**

(a) Of the total price of this contract, the sum of \$\_\_\_\_\_ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule until the total price of said items is allotted:

**SCHEDULE FOR ALLOTMENT OF FUNDS**

| Date           | Amounts |
|----------------|---------|
| Contract Award |         |
|                |         |

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) above up to the point at which, if this contract is terminated pursuant to

the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c)(1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (\_\_\_\_\_).

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3)(i) The notice shall state the estimated date when the point referred to in subparagraph (c)(2) above will be reached and the estimated amount of additional funds required to continue performance to the date specified in subparagraph (c)(1) above, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in subdivision (c)(3)(ii) above, additional funds are not allotted by the date specified in subparagraph (c)(1) above, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) above shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the Default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) above. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of Clause)

**H.17 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS  
(AUG 1992) ALTERNATE II (OCT 2000)**

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

New Year's Day  
Labor Day  
Martin Luther King, Jr.'s Birthday  
Columbus Day  
President's Day  
Veterans Day  
Memorial Day  
Thanksgiving Day  
Independence Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

(c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) of this clause, it shall be without loss to the Contractor. The cost of

salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of clause)

[END OF SECTION]

## SECTION I – CONTRACT CLAUSES

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

Clause(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. 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 a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://acquisition.gov/far/index.html>

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

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

| CLAUSE NO. | DATE     | TITLE  |
|------------|----------|--|
| 52.202-1   | JUL 2004 | DEFINITIONS  |
| 52.203-3   | APR 1984 | GRATUITIES   |
| 52.203-5   | APR 1984 | COVENANT AGAINST CONTINGENT FEES   |
| 52.203-6   | SEP 2006 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT  |
| 52.203-7   | JUL 1995 | ANTI-KICKBACK PROCEDURES   |
| 52.203-8   | JAN 1997 | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY   |
| 52.203-10  | JAN 1997 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY   |
| 52.203-12  | SEP 2007 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.  |
| 52.203-13  | DEC 2008 | CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT   |
| 52.203-14  | DEC 2007 | DISPLAY OF HOTLINE POSTER(S)   |
| 52.204-2   | AUG 1996 | SECURITY REQUIREMENTS  |
| 52.204-4   | AUG 2000 | PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER   |
| 52.204-7   | APR 2008 | CENTRAL CONTRACTOR REGISTRATION.   |
| 52.209-6   | SEP 2006 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.211-15  | SEP 1990 | DEFENSE PRIORITY AND ALLOCATION  |

|           |          | REQUIREMENTS   |
|-----------|----------|--|
| 52.215-2  | MAR 2009 | AUDIT AND RECORDS – NEGOTIATION  |
| 52.215-8  | OCT 1997 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT  |
| 52.215-11 | OCT 1997 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS   |
| 52.215-13 | OCT 1997 | SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS   |
| 52.215-14 | OCT 1997 | INTEGRITY OF UNIT PRICES   |
| 52.216-18 | OCT 1995 | ORDERING (Insert "DATE OF CONTRACT AWARD" through "CONTRACT PERIOD OF PERFORMANCE SPECIFIED IN CLAUSE F.2" in paragraph (a))                   |
| 52.216-19 | OCT 1995 | ORDER LIMITATIONS (Insert "\$1,000", "\$5M", "\$14M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively) |
| 52.216-22 | OCT 1995 | INDEFINITE QUANTITY (Insert "1 YEAR FROM THE END DATE OF THE ORDERING PERIOD OF THE CONTRACT" in paragraph (d))                                |
| 52.217-8  | NOV 1999 | OPTION TO EXTEND SERVICES; Insert "30 days" at end of paragraph  |
| 52.217-9  | MAR 2000 | OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c))                 |
| 52.219-6  | JUN 2003 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE   |
| 52.219-8  | MAY 2004 | UTILIZATION OF SMALL BUSINESS CONCERNS   |
| 52.219-14 | DEC 1996 | LIMITATIONS ON SUBCONTRACTING  |
| 52.219-28 | JUN 2007 | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION   |
| 52.222-1  | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES   |
| 52.222-3  | JUN 2003 | CONVICT LABOR  |
| 52.222-4  | JUL 2005 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION   |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES   |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY  |
| 52.222-35 | SEP 2006 | EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.                                     |
| 52.222-36 | JUN 1998 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES   |
| 52.222-37 | SEP 2006 | EMPLOYMENT REPORTS ON SPECIAL  |

|           |          |   |
|-----------|----------|---|
|           |          | DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS   |
| 52.222-41 | NOV 2007 | SERVICE CONTRACT ACT OF 1965  |
| 52.222-43 | NOV 2006 | FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)   |
| 52.222-50 | AUG 2007 | COMBATING TRAFFICKING IN PERSONS  |
| 52.223-3  | JAN 1997 | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)   |
| 52.223-5  | AUG 2003 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION  |
| 52.223-6  | MAY 2001 | DRUG-FREE WORKPLACE   |
| 52.223-10 | AUG 2000 | WASTE REDUCTION PROGRAM   |
| 52.223-14 | AUG 2003 | TOXIC CHEMICAL RELEASE REPORTING  |
| 52.223-15 | DEC 2007 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS  |
| 52.225-1  | JUN 2003 | BUY AMERICAN ACT - SUPPLIES   |
| 52.225-13 | FEB 2006 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.  |
| 52.227-1  | DEC 2007 | AUTHORIZATION AND CONSENT ALT I (APR 1984)  |
| 52.227-2  | DEC 2007 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT   |
| 52.227-11 | DEC 2007 | PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM) |
| 52.227-14 | DEC 2007 | RIGHTS IN DATA – GENERAL ALT II (DEC 2007), ALT III (DEC 2007), ALT V (DEC 2007) (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)       |
| 52.227-17 | DEC 2007 | RIGHTS IN DATA—SPECIAL WORKS; as amended by NFS 1852.227-17   |
| 52.227-23 | JUN 1987 | RIGHTS TO PROPOSAL DATA (TECHNICAL)<br><b>To Be Completed by Offeror:</b><br>Insert page # and proposal date in 1 <sup>st</sup> sentence.         |
| 52.228-5  | JAN 1997 | INSURANCE – WORK ON A GOVERNMENT INSTALLATION   |
| 52.229-3  | APR 2003 | FEDERAL, STATE, AND LOCAL TAXES   |
| 52.232-1  | APR 1984 | PAYMENTS  |
| 52.232-8  | FEB 2002 | DISCOUNTS FOR PROMPT PAYMENT  |

|           |          |   |
|-----------|----------|---|
| 52.232-11 | APR 1984 | EXTRAS  |
| 52.232-17 | JUN 1996 | INTEREST  |
| 52.232-18 | APR 1984 | AVAILABILITY OF FUNDS   |
| 52.232-23 | JAN 1986 | ASSIGNMENT OF CLAIMS.   |
| 52.232-25 | OCT 2003 | PROMPT PAYMENT, Alternate I (FEB 2002)  |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (Insert: "submission of completed ACH form with proposal" in paragraph (b)(1)) |
| 52.233-1  | JUL 2002 | DISPUTES - Alternate I (DEC 1991)   |
| 52.233-3  | AUG 1996 | PROTEST AFTER AWARD - Alternate I (JUN 1985)  |
| 52.233-4  | OCT 2004 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM   |
| 52.237-1  | APR 1984 | SITE VISIT  |
| 52.237-2  | APR 1984 | PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.  |
| 52.237-3  | JAN 1991 | CONTINUITY OF SERVICES.   |
| 52.239-1  | AUG 1996 | PRIVACY OR SECURITY SAFEGUARDS.   |
| 52.242-13 | JUL 1995 | BANKRUPTCY.   |
| 52.243-1  | AUG 1987 | CHANGES – FIXED PRICE. – Alternate II (APR 1984)  |
| 52.244-6  | DEC 2008 | SUBCONTRACTS FOR COMMERCIAL ITEMS   |
| 52.245-1  | JUN 2007 | GOVERNMENT PROPERTY   |
| 52.245-9  | JUN 2007 | USE AND CHARGES   |
| 52.246-25 | FEB 1997 | LIMITATION OF LIABILITY – SERVICES  |
| 52.249-2  | MAY 2004 | TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)   |
| 52.249-8  | APR 1984 | DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)  |
| 52.251-1  | APR 1984 | GOVERNMENT SUPPLY SOURCES   |
| 52.253-1  | JAN 1991 | COMPUTER GENERATED FORMS.   |

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO.  | DATE     | TITLE  |
|-------------|----------|--|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.209-72 | DEC 1988 | COMPOSITION OF THE CONTRACTOR                |
| 1852.219-74 | SEP 1990 | USE OF RURAL AREA SMALL BUSINESSES           |
| 1852.219-76 | JUL 1997 | NASA 8 PERCENT GOAL                          |
| 1852.223-74 | MAR 1996 | DRUG-AND ALCOHOL-FREE WORKFORCE.             |
| 1852.228-75 | OCT 1988 | MINIMUM INSURANCE COVERAGE                   |

|             |          |   |
|-------------|----------|---|
| 1852.237-70 | DEC 1988 | EMERGENCY EVACUATION PROCEDURES.          |
| 1852.237-72 | JUN 2005 | ACCESS TO SENSITIVE INFORMATION           |
| 1852.237-73 | JUN 2005 | RELEASE OF SENSITIVE INFORMATION          |
| 1852.242-78 | APR 2001 | EMERGENCY MEDICAL SERVICES AND EVACUATION |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS                            |

**I.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**

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

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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

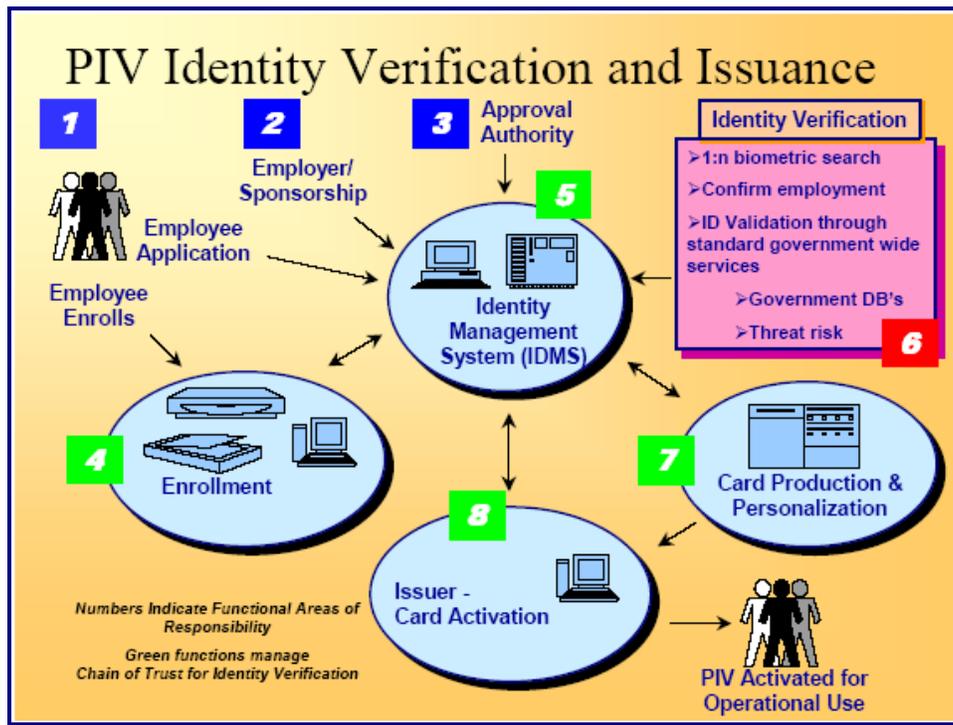


Figure A-1, FIPS 201, Appendix A

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

**Step 1:**

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

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

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

**Step 2:**

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal<sup>1</sup> or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

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

**Step 3:**

---

<sup>1</sup> A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

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

**Step 4:**

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

**Step 5:**

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

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

**Step 6:**

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

**Step 7:**

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

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

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

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

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

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

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

(End of clause)

**I.3. NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (FAR 52.222-39) (DEC 2004)**

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

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can

only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

- (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;
- or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **I.4 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.1 (a) 5.

(End of clause)

#### **I.5 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008) (DEVIATION)**

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, 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 IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination.

For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) 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 and certify

that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(End of clause)

#### **I.6 NFS 1852.215-84 OMBUDSMAN (OCT 2003)**

(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.

If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lewis S. Braxton, III  
NASA Ames Research Center  
M/S 200-9  
Moffett Field, CA 94035-1000  
Telephone: (650) 604-5068  
Facsimile: (650) 604-0031 or (650) 604-1668  
Email: [Lewis.S.Braxton@nasa.gov](mailto:Lewis.S.Braxton@nasa.gov)

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@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.

(End of clause)

#### **I.7 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of clause)

**I.8 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

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

***This Statement is for Information Only:  
It is not a Wage Determination***

| <u>Contract Job Title</u> | <u>NASA/OPM Job Title</u> | <u>Grade</u> | <u>Monetary Wage</u> |
|---------------------------|---------------------------|--------------|----------------------|
| Administrative Asst. I    | Management Clerk (OA)     | GS-03        | \$13.85              |
| Administrative Asst. II   | Management Clerk (OA)     | GS-04        | \$15.55              |
| Administrative Asst. III  | Management Assistant      | GS-05        | \$17.40              |
| Librarian                 | Librarian                 | GS-09        | \$26.36              |
| Librarian Technician      | Librarian Technician      | GS-04        | \$15.55              |
| Photographer              | Photographer              | GS-09        | \$26.36              |
| Media Specialist          | Writer                    | GS-05        | \$17.40              |
| Personnel Assistant       | Human Resource Assistant  | GS-05        | \$17.40              |

(b) Costs to the government for employee fringe benefits are estimated at an average of 27% of salary for all permanent employees as follows:

| <b><u>FERS Fringe Benefit Broken Out</u></b> | <b><u>Percent of Salary</u></b> |
|--|---------------------------------|
| Federal Employees Retirement System (FERS)*  | 11.2%                           |
| Thrift Savings Plan (TSP)                    | 4.5%                            |
| Social Security (FICA)                       | 0.0%                            |
| Medicare                                     | 6.5%                            |
| Employee Life Insurance (FEGLI)              | 0.1%                            |
| Employee Health Insurance (FEHB)             | 4.6%                            |
| <b>Total FERS Benefit %</b>                  | <b>27.0%</b>                    |

The paid holidays provided by law to Federal employees are:

- |                           |                  |
|---------------------------|------------------|
| 1. New Year's Day         | 6. Labor Day     |
| 2. Martin Luther King Day | 7. Columbus Day  |
| 3. President's Day        | 8. Veteran's Day |

- 4. Memorial Day
- 5. Independence Day
- 9. Thanksgiving Day
- 10. Christmas Day

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

- 1. Two hours of annual leave each week for an employee with less than three years of service.
- 2. Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
- 3. Fours hours of annual leave each week for an employee with fifteen or more years of service.

(End of clause)

[END OF SECTION]

**SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**J.1 ARC 52.211-90 LIST OF ATTACHMENTS (FEB 1997)**

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

| Attachment | Title   | Date    | No. of Pages |
|------------|---|---------|--------------|
| 1          | Statement of Work   | 8/13/09 | 32           |
| 2          | Department of Labor Wage Determination No. 2005-2062, Revision 9  | 5/26/09 | 11           |
| 3          | Contract Data Requirements List                                   | 6/22/09 | 8            |
| 4          | Government Supplied Equipment List                                | 6/26/09 | 10           |
| 5          | DOD Contract Security Classification Specification (DD254)*       | TBD     | 2            |
| 6          | Contractor's IT Security Plan*                                    | TBD     | TBD          |
| 7          | Pricing Template Workbook is incorporated by reference*           | TBD     | TBD          |
| 8          | Contractor's Organizational Conflicts of Interest Avoidance Plan* | TBD     | TBD          |
| 9          | Contractor's Safety and Health Plan*                              | TBD     | TBD          |
| 10         | Cumulative Value For Firm-Fixed-Price Task Orders*                | TBD     | TBD          |

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

(b) The following documents, exhibits, and attachments are included only in the solicitation.

| Attachment | Title  |
|------------|--|
| 1          | Pricing Model Staffing Plan (Including Government Labor Estimate and Descriptions) |
| 2          | Exhibit 1, Proposal Cover Sheet, JA 038  |
| 3          | Pricing Template Workbook (to be incorporated into the contract as J.1(a)7)        |
| 4          | Past Performance Questionnaire   |
| 5          | Standard Form 3881, ACH Vendor Payment Form  |

(End of clause)  
[END OF SECTION]

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

**K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 – Facility Support Services with a size standard of \$35.5M.

(2) The small business size standard is \$35.5M.

(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 \$35.5M.

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) 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 (c) applies.

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

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

| FAR CLAUSE | TITLE | DATE | CHANGE |
|------------|-------|------|--------|
|            |       |      |        |

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

(End of provision)

**K.2 NFS 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (DEVIATION) (SEP 2007)**

(a) Items of Government property flown in space or used to support other pioneering NASA programs have increased probability of historic significance and an intrinsic value that is likely to exceed their unused material or physical value. Descriptions of physical characteristics alone are often insufficient to determine an item's historic significance or real value. In addition to the property record data required by the clause at FAR 52.245-1, Government Property 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-furnished property prior to disposition without the advanced written approval of the NASA Industrial Property Officer.

(End of provision)

**K.3 FAR 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JUL 2009)**

(a) *Definition.* "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) *Representation.* By submission of its offer, the Offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

[END OF SECTION]

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

| CLAUSE NUMBER | DATE     | TITLE  |
|---------------|----------|--|
| 52.211-14     | APR 2008 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (INSERT "C-9 RATED ORDER" IN BLANK) |
| 52.215-1      | JAN 2004 | INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION                                     |
| 52.222-24     | FEB 1999 | PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION                               |
| 52.222-46     | FEB 1993 | EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES                                  |
| 52.232-38     | MAY 1999 | SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER                         |
| 52.237-10     | OCT 1997 | IDENTIFICATION OF UNCOMPENSATED OVERTIME   |

#### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

| CLAUSE NUMBER | DATE     | TITLE                  |
|---------------|----------|------------------------|
| 1852.223-73   | NOV 2004 | SAFETY AND HEALTH PLAN |
| 1852.233-70   | OCT 2002 | PROTESTS TO NASA       |

(End of Provision)

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

The Government contemplates award of a Single Award, Indefinite Delivery Indefinite Quantity (IDIQ), Firm Fixed Price (FFP) Task Order contract resulting from this solicitation.

(End of provision)

**L.3 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

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

Ronnee R. González  
 NASA Ames Research Center  
 Mail Stop 227-4  
 Moffett Field, CA 94035-1000

(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.4 PROPOSAL PAGE LIMITATIONS**

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

| <b>Proposal Component</b>                             | <b>Page Limit<sup>1</sup></b> |
|---|-------------------------------|
| <b>Cover Letter</b>                                   | No limit                      |
| <b>Volume I — Mission Suitability Proposal</b>        | <b>100</b>                    |
| 1. Management Approach                                | See below                     |
| a. Organizational Structure and Approach              | Included                      |
| b. Staffing   | Included <sup>2</sup>         |
| c. Total Compensation Plan                            | Included                      |
| d. Phase-In Plan                                      | Included                      |
| e. Organizational Conflict of Interest Avoidance Plan | No limit                      |
| 2. Technical Understanding                            | See below                     |
| a. General  | Included                      |
| b. Photographic/Video/Multimedia Services             | See L.6(a)(2)b                |
| 3. Safety and Health Plan                             | No limit                      |
| <b>Volume II — Past Performance Proposal</b>          | <b>20<sup>3</sup></b>         |
| <b>Volume III — Price Proposal</b>                    | No limit                      |

<sup>1</sup> These limits apply only to content pages. Paragraph L.4(c) lists page types which are not affected by this limit.

<sup>2</sup> In the Key Personnel response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual.

<sup>3</sup> No limit to length of past performance questionnaire responses.

(b) A page is defined as one side of a sheet, 8 ½" x 11", with at least one inch margins on all sides, using not smaller than Arial 12 point type. Foldouts count as an equivalent number of 8 ½" x 11" pages. The metric standard format closely approximating the described standard 8 ½" x 11" size may also be used. Diagrams, charts, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in diagrams, charts, and photographs shall be no smaller than Arial 8. Diagrams, tables, charts, and photographs shall not be used to circumvent the text size limitations of the proposal. The Government will not evaluate diagrams, tables, charts, and photographs smaller than Arial 8, but will return the pages to the offeror using the methodology stated within this provision

(c) Title pages, tables of contents, blank dividers/tabs, index pages, cover letters, list of figures and tables, glossaries, commitment documents and resumes for key personnel, and Past Performance Questionnaires are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to pricing information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and will not be evaluated.

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

(e) The first countable 100 pages of Volume I and the first 20 pages of Volume II will be evaluated. Additional pages will not be evaluated and will be returned to the offeror.

(End of provision)

## L.5 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

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

(b) **Format.**

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal should be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

| Proposal Component   | Location in RFP   | Required Copies to NASA-ARC Addressed per SF 33, Block 9 |                |                                   |   |                |   |
|--|---|--|----------------|-----------------------------------|---|----------------|---|
|  |   | Original   | Additional     | Electronic <sup>1</sup>           |   |                |   |
| <b>Cover Letter</b><br>Contact Information<br>Teaming Arrangements<br>Standard Form (SF) 33<br>Section B<br>Section H<br>Section I<br>Standard Form (SF) 3881<br>Section K | L.5(b)(2)   | 1  | 2              | 1 (may be included with Volume 1) |   |                |   |
| <b>Vol. I, Mission Suitability Proposal</b><br>1. Management Approach  | L.5(c), L.6.(a)   | see below  | see below      | see below                         |   |                |   |
| a. Organizational Structure and Approach<br>b. Staffing<br>c. Total Compensation Plan<br>d. Phase-In Plan<br>e. Organizational Conflict of Interest Avoidance Plan         | L.6.(a) (1) a<br>L.6.(a) (1) b<br>L.6.(a) (1) d<br>L.6.(a) (1) e<br>L.6.(a) (1) g | 1 <sup>2</sup>   | 7 <sup>2</sup> | 1 <sup>2</sup>                    |   |                |   |
| 2. Technical Understanding<br>a. General<br>b. Photographic/Video/Multimedia Services <sup>2</sup>   | L.6.(a) (2)<br>L.6.(a) (2) a<br>L.6.(a) (2) b                                     |  |                |                                   |   |                |   |
| 3. Safety & Health Plan  | L.6.(a) (3)   |  |                |                                   |   |                |   |
| <b>Vol. II, Past Performance Proposal</b>  | L.5(d), L.6.(b)   |  |                |                                   | 1 | 7 <sup>3</sup> | 1 |
| <b>Vol. III, Price Proposal</b>  | L.5(e), L.6.(c)   |  |                |                                   | 1 | 7              | 1 |

<sup>1</sup> The electronic copies of the Price Proposal Workbook in Section J.1(b) 3 is required to be saved and submitted in their Excel (.xls) format, not as a PDF.

<sup>2</sup> Required documents for the Photographic/Video/Multimedia Services are included in L.6.(a) (2)b.

<sup>3</sup> The completed first page for each Past Performance Questionnaire is due from the offeror at least 15 days prior to the due date of the RFP. The entire completed Past Performance Questionnaire, for each of the identified contracts, must be returned by the customers at least 10 days prior to the due date for receipt of proposals.

(2) Include a cover letter in Volume I of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.

- A complete description of any proposed teaming arrangements.
- A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.1 "Supplies/Services to be Provided" for Phase-In Price.
- A completed response to Section H, "Special Contract Requirements," NFS clause 1852.235-71, "Key Personnel and Facilities."
- A completed response to Section I Clause 52.227-23, Rights to Proposal Data (Technical)
- A completed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see attachment in Section J).
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".

**Also include:**

- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to the SOW or any terms and conditions.

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

(4) The pages of each proposal volume shall be numbered and identified with the offeror's name, RFP number, and date. Subsequent revisions shall be similarly identified to show revision number and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate all titled subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Page limitations are set forth in this Section L at "Proposal Page Limitations."

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

(6) Proposals shall be submitted in a format that addresses all the evaluation factors. Information pertinent to the factors shall be included in their proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the

proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk management."

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

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

**(c) Mission Suitability Proposal (Volume I)**

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

**(d) Past Performance Proposal (Volume II)**

The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

**(e) Price Proposal (Volume III)**

Price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L under provision 52.216-1, "Type of Contract."

(End of provision)

**L.6 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS**

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

- Mission Suitability
- Past Performance
- Price

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

**(a) Mission Suitability Proposal (Volume I).**

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

(1) The evaluation will be based on the information presented in the written proposal. The proposal must specifically address each listed evaluation subfactor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change.

(2) The content of the offeror’s Mission Suitability Proposal shall provide the basis for evaluation of the offeror’s response to the management and technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks. Offerors shall recommend potential efficiencies to be taken and their approach for implementation.

(3) If the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness, adversely affecting the offeror’s Mission Suitability scores, if appropriate. This integration between mission suitability findings and price is critical to accomplishing price reasonableness.

The Mission Suitability Proposal shall address the following subfactors:

**INDEX OF MISSION SUITABILITY SUBFACTORS AND ELEMENTS**

| <b>SUBFACTOR</b>                   | <b>ELEMENT</b>  |
|------------------------------------|---|
| <b>(1) Management Approach</b>     |   |
|                                    | a. Organizational Structure and Approach              |
|                                    | b. Staffing   |
|                                    | c. Total Compensation Plan                            |
|                                    | d. Phase-In Plan                                      |
|                                    | e. Organizational Conflict of Interest Avoidance Plan |
| <b>(2) Technical Understanding</b> |   |
|                                    | a. General  |
|                                    | b. Photographic/Video/Multimedia Services             |
| <b>(3) Safety and Health Plan</b>  |   |

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

The description of the proposed approach must be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach. Stating that the offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

The following information is provided to indicate the minimum content to be included in the proposal.

**(1) Subfactor 1: Management Approach:**

The offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract. The offeror's proposal shall contain the information requested below and be organized in a similar outline:

a. **Organizational Structure and Approach**

The offeror shall describe its organizational structure and approach to perform the diverse functions of the Statement of Work including rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority. Authority and responsibility vested in site and task managers and their access to corporate or company resources to support the contract through all phases. Flowchart of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques
- Approach to meeting the diverse requirements of the SOW to assure excellent performance
- Identification of risk areas and recommended approaches to minimize the probability and impact of those risks.
- Approach to manage multiple task orders, task priorities, and changes to requirements, staffing, budget (including budget increases and decreases), and schedule; in a timely, efficient and cost effective manner

b. **Staffing**

The Offeror shall provide the following:

- Identification of Key Positions, and provide the rationale, including authority and responsibilities, for designating them as Key. Provide position descriptions including authorities, responsibilities, and assignments of the

position, as well as the experience and skills required of the Key Personnel filling the position

- Resumes for Key Personnel and clearly state the degree of commitment of Key Personnel as well as the offeror's commitment to employ or promote the person (i.e. letters of intent, etc.).
- Proposed approach and rationale to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties
- Proposed approach for maximizing staffing efficiencies: especially during reductions or increases due to budget fluctuations; short notice changes in requirements; long term personnel absences due to vacation, illness, etc; and temporary assignments .

c. **Total Compensation Plan**

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

- Identify salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide a reference to where charts containing the average of fringe benefit information for all the exempt labor categories are located in the Price Proposal.
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- If uncompensated overtime is proposed, give rationale and identify hours of uncompensated overtime proposed by labor category.

- Each benefit proposed which would reasonably incur cost shall be identified and costed in volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).

d. **Phase-In Plan**

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

- Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel

e. **Organizational Conflicts of Interest Avoidance Plan**

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the contractor's procedures to ensure compliance with and assurances that all safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H Clauses, H.2 *Organizational Conflicts of Interest, and Limitation on Future Contracting*, H.11 *ARC 52.227-93 Management and Protection of Data*, H.12 *ARC 52.227-96 Handling of Data*, and Section I Clause, *NFS 1852.237-72, Access to Sensitive Information* relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

**(2) Subfactor 2: Technical Understanding:**

a. **General:**

The Offeror shall describe its approach to performing the work required in each functional area of the Statement of Work (SOW) specifically addressing how the work will be accomplished as follows:

- yStaying abreast of current policies and procedures, and adopting them where appropriate
- yIdentification of potential risks to the successful fulfillment of the requirements and recommend approaches to minimize the probability and impact of those risks
- yThe offeror shall highlight any innovative approaches, synergies across the SOW, and justifications and expected advantages to the Government
- The offeror shall describe the approach for responding to task requests, planning work and accomplishing task requirements and include the approach for identifying, reporting and resolving typical problems that may be encountered in satisfying the requirements of the SOW
- The offeror shall describe the approach for responding to changing requirements to task order skill sets caused by project and/or other task order revisions
- The offeror shall describe any plans and rationale to provide its own equipment (either in addition to, or in place of, Government-provided equipment)

**b. Photographic/Video/Multimedia Services**

The offeror shall submit examples for each service/project as shown below.

(1) Photographic Services

(a) Photographer

The Photographer must provide at least two examples for each the following subjects: portraits, interior spaces showing creative lighting, photojournalism of real-time events, people at work including computer screens, examples of high speed imagery, and photo retouching and manipulation of an image by removing or adding elements. The preceding must be supplied on CD in a raw and jpeg format.

(b) Sample Projects:

The Offeror shall describe its approach to manage the following sample projects:

i. Sample Project #1

A congressional hearing has been scheduled to take place at NASA-Ames on a Friday afternoon after a series of tours of laboratories and facilities on-site. The Public Affairs office has asked that a photographer accompany each of four tours being conducted simultaneously—unfortunately, there are more tours than photographers on staff.

ii. Sample Project #2

A wind tunnel facility has requested a complex technical type of photographic documentation using the Schlieren process. Because of the illumination required and the size of the field of view, additional equipment besides NASA's inventory must be brought in. This shooting is required to take place approximately a few times per week for several weeks. The actual shooting will not require more than a few hours per session. This technique, however, is beyond the capability of the regular photographers in the department.

(2) Video/Multimedia Services

(a) Multimedia Specialist

The Offeror shall submit a maximum of 12 multimedia project samples. At least 4 must represent complete projects where the specialist has developed an overall concept employing graphic design, text and video elements. Of these 4, at least one should represent video DVD or Blu-Ray authoring, and at least two should demonstrate web page creation for displaying video files. The other examples (no more than 8) may feature components of other projects. Overall, the samples must

demonstrate both skills in creative design and a mastery of common multimedia technical tools to provide an engaging product.

(b) Camera Operator (Videographer)

The Offeror shall submit a demonstration reel of no more than 3 minutes. A single page of text may accompany the demo reel to further elaborate on the reel's examples. Examples in the demonstration reel must consist of individual shots, or sequences involving multiple shots, such as an excerpt from a finished program or compilation reel. Examples for single-camera style shooting must include scenes or sequences that demonstrate camera operation (focus, exposure, composition, and lighting) used in a range of applications such as scientific/technical, documentary, corporate, and news. Examples must also demonstrate use of camera motion with dollies, job arms, Steadicam, or other devices. Examples must also demonstrate accurate management of HD signal parameters. Submissions must be originally created in high definition and submitted for review on HDCAM 1080i tape or Blu-Ray disk.

(c) Video/Multimedia Producer

The Offeror shall demonstrate the Video Multimedia Producer's ability to create High Definition video products to effectively communicate stories in scientific/technical, documentary, corporate, news and commercial styles in a demonstration reel of no more than 6 minutes of video. A single page of text may accompany the demo reel to further elaborate on the reel's examples. These examples must give an indication of the style, complexity, and quality of projects for which this person has functioned in a producer/director capacity. Examples must be in the form of complete products, and should demonstrate the ability to generate and coordinate creative elements such as concepts and treatments, scripts, videography, audio, graphics/animation, editing, and packaging into a finished product. Samples shall be accompanied by text describing the key communication goals, and a brief description of the approach taken to achieve those goals using available resources. Samples shall take the form of finished products, or parts of products. Submissions must be in the HD CAM 1080i tape or Blu-Ray format.

(d) Video Editor

The Offeror shall demonstrate the Video Editor's style, complexity, and quality of projects that they have edited in an AVID non-linear hardware/software environment in a demonstration reel of no more than 6 minutes of video. A single page of text may accompany the demo reel to further elaborate on the reel's examples. Styles must include scientific/technical, documentary, corporate and commercial applications. Samples must also demonstrate an ability to assemble news or short-form video products with a minimum of reliance on others to follow specific product goals and requirements. All samples shall indicate the ability to set and maintain attention to high definition video

and audio signal levels, color correction, scene-to-scene color matching, basic graphics, and other on-line video editing skills. Submissions must be on HD CAM or Blu-Ray disk.

(e) Sample Projects

i. Sample Project #1: Audio-Visual

A press conference will be held in a NASA building on site. The room to be used, while large enough to hold the event and provide seating for 100 audience members and six TV media crews, is not equipped for live events of any kind. Up to four participants will be seated in front and a moderator will stand at a podium. Each participant will speak in turn from their seat to explain pre-produced video, animation, or graphic material prepared beforehand. At the conclusion of their remarks, a Question and Answer session will follow. Some questions may come from reporters via a telephone line. The contractor will be responsible for providing all support on a very modest budget. Provide as much basic information as possible to answer to the following questions:

- How would you approach the technical solution? (What types of equipment, how many pieces, how they would be used to solve specific issues, etc.)
- How would you approach the labor requirements? (What skill mix would be required, how would labor be drawn from either existing staff or outside sources, how would the project be supervised, etc.)
- What approach would you take to insure highest quality and yet maintain cost savings wherever possible?
- If further information is necessary, what follow-up questions to NASA would be key to preparing a successful event?

ii. Sample Project #2: Video

The Public Affairs Office at headquarters calls at 9:00 am and asks for a Video News File on a fast-breaking story. At NASA, news files are approximately 7 minutes in length, and consist mainly of soundbites and b-roll material. The soundbites need to be shot on the same day, combined with previously shot b-roll footage, edited into a simple Video News File, and delivered on tape at the end of the day. The Producer/Director on the on-site video staff most familiar with the science subject matter and its role in NASA's goals is scheduled to be supervising the set-up of a press conference on the same day. The on-site staff is committed to other projects, as is the editing facility. The previously shot B-roll material has already been logged on an Avid Media Composer. The researcher to be interviewed only has a few hours available between meetings at NASA-Ames. The final tape must be ready for transmission from Ames to NASA TV by 4:30 pm.

- Assuming production (camera, audio, lighting) gear is available from NASA, how would you approach getting equipment and facilities needed to edit the footage in time?
- What approach would you take to handle the labor required to get the product completed in time?
- What approach would you take to insure that the content (soundbites and b-roll) are as effective as possible, and in line with existing NASA policies and communication guidelines?

iii. Sample Project #3: Video

A customer requests a short (5 minute) informational video on Mars exploration for airing on NASA TV, as well as to post on the Ames website. The target audience for this product are young adults, age 18 to 34, so the video must be both engaging and informative for a young demographic. Due date is in approximately three months. The NASA TV version of the product will be photographed and mastered in the HDCAM format. A key requirement is 3D animation to illustrate biochemical, geological, and astronomical concepts. Although NASA equipment and facilities are made available to the contractor, the prioritization of projects using them may change from week to week, even day to day, with little advance notice.

- How you would work with the client to develop the project from a creative standpoint?
- How would you plan for the equipment and facilities needed to complete the project, given that NASA-provided resources may or may not be available on any given day?
- How would the product prepared for NASA TV compare to that intended for posting on the web?

**(3) Subfactor 3. Safety and Health**

The offeror shall submit a detailed written safety and health plan that includes a complete and comprehensive response to the safety and health hazards that can be expected during the course of this contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3

(<http://nodis.hq.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>) and APR 1700.1 and shall include at a minimum those listed below. Additional items may be included, if appropriate.

- (1) Statement of corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.

- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
- Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures
  - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps
  - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work
  - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste
  - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc
  - Method of making sure that emergency plans and procedures are current and sufficient
  - Method for making sure that employees consistently perform their work safely and in accordance with the plan
  - Method for reporting and investigating accidents and incidents (mishaps)

This plan, as approved by the Contracting Officer, shall be included in any resulting contract as Attachment J.1(a)9. The offeror shall provide dates of any applicable Voluntary Protection Program (VPP) certification.

**(b). Past Performance Proposal (Volume II).**

The goal of this area is to obtain information regarding the Offeror and major subcontractors' relevant past performance specifically in the areas of relevant technical performance, contract management, and corporate management responsiveness. A "Major Subcontractor" is defined as a subcontractor with a proposed subcontract or subcontracts under the Offeror's proposal, valued at a yearly average of \$1 million or more over the life of the contract. As a minimum, the Past Performance Proposal must include the following:

(1) **A list of not more than three relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently on-going, involving types of related effort.** These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

(2) For each contract identified above, specify and explain the amounts of cost growth

or increases to contract value, if any. Explain growth/increases resulting from extensions to the period of performance; from work added to the scope of the contract; and from performance that cost more than originally predicted or estimated.

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

(4) List the date of the most recent reviews of your management system (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

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

(6) The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Additional information may need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.)

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

**a. Information Provided by Offerors and Major Subcontractors**

Information regarding relevant contract performance, contract management, corporate management responsiveness, and other information shall be supplied by the offeror and major subcontractors for its relevant contracts. The offeror is also required to complete the Relevant Contract chart provided below.

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

- Contractor's ability to resolve unexpected problems in a timely, effective manner
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Quality, accuracy and completeness of technical documentation

**2. Contract Management.** The offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Qualifications and effectiveness of on-site contract management and the level of autonomy the on-site manager had to manage the contract
- Management of a large number of varied tasks and experience for responding to short-term high demand requirements

- Conformance with the terms and conditions of contracts, including delivery of products and reports
- Subcontract management
- Record of retaining highly skilled employees to address contract requirements
- Ability to assess and re-assign staff
- Processes for negotiating and implementing contract changes
- Management of the phase-in period to ensure efficient continuation of services, in cases where the offeror was not the incumbent
- Response to work (or task orders) as assigned and the completion of work plans
- Experience in dealing with increased workload or contract de-scoping
- Ability to fill vacant key position(s) appropriately and in a timely manner

**3. Corporate Management Responsiveness.** The goal of this area is to obtain information regarding the offeror and major subcontractors' corporate relevant past performance, and the relationship of the offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all offerors that intend to team, the offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Responsiveness of the contractor's corporate management to contract problems
- Availability of the contractor's corporate resources
- Impact of the contractor's changes to lines of authority during the contract
- Ability to operate free from organizational conflicts of interest

**4. Other Information.** For each of their reference contracts, (1) provide the rating scale, ratings received, and the fee results by evaluation period for each Award Fee or Incentive Fee contract, and (2) to assist in the Government's evaluation on each of the following topics, the Offeror and major subcontractors shall:

- Describe significant awards and certifications received during the past 5 years that are relevant to solicitation requirements
- Describe any serious performance problems or terminations for default

The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

**PRIME AND MAJOR SUBCONTRACTOR PAST CONTRACTS**

The following chart is used to capture past performance information similar in technical requirements, size and complexity to the work that may result from this solicitation. Complete the following chart by inserting the appropriate contract number in the first column and the number of personnel assigned in each topic area, as well as the total and total employees on contract. Separate contracts for prime and each major subcontractor.

(NOTE: This chart will not count against the allotted page count)

| Agency or Company and Contract No. | General Administrative (SOW 4.1) | Human Capital (SOW 4.9) | Acquisition (SOW 4.2) | Education and Outreach (SOW 4.6) | Public Affairs/Media Services (SOW 4.13) | Total (1 – 5 Only) | Total Employees on Contract |
|------------------------------------|----------------------------------|-------------------------|-----------------------|----------------------------------|--|--------------------|-----------------------------|
| <b>Prime</b>                       |                                  |                         |                       |                                  |  |                    |                             |
|                                    |                                  |                         |                       |                                  |  |                    |                             |
|                                    |                                  |                         |                       |                                  |  |                    |                             |
| <b>Major Subcontractor</b>         |                                  |                         |                       |                                  |  |                    |                             |
|                                    |                                  |                         |                       |                                  |  |                    |                             |
|                                    |                                  |                         |                       |                                  |  |                    |                             |
|                                    |                                  |                         |                       |                                  |  |                    |                             |

**B. Past Performance Questionnaires**

The following information shall be supplied for each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in functional requirements, size and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the Offeror’s or major subcontractors’ business unit that will perform the work under this contract, if awarded. **Each offeror is responsible for assuring that the customers return questionnaires directly to the Government.** If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal’s page limitation.

(1) Each Offeror and major subcontractor shall submit a list of the agencies/companies that will be responding to the Past Performance Questionnaire in Section J, “List of Documents, Exhibits, and Attachments,” for each active (underway at least one year) or recently completed (completed within the last five years) relevant contract valued at or above the major subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. **The offeror must submit this list directly to Starr L. Strong, Contracting Officer, at [Starr.L.Strong@nasa.gov](mailto:Starr.L.Strong@nasa.gov) or Fax: 650-604-0912 at least 15 days prior to the proposal due date.**

(2) At a minimum each offeror and major subcontractor shall send a blank Past Performance Questionnaire, for completion, to the cognizant Contracting Officer or the Contracting Officer's Technical Representative for the relevant contracts as described in L.6 (b).

**(c). Price Proposal (Volume III)**

**A. INTRODUCTION**

The Government assumes that adequate price competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Price proposal that is suitable for evaluation. A price volume that is suitable for evaluation shall:

1. Explain in detail all pricing and estimating techniques;
2. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board (SEB) understanding and ability to mathematically verify these estimating tools;
3. Comply with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). If prices include allowances for increased costs over time for which the clause at 52.222-43 does not provide a future equitable adjustment, please identify the increased costs being proposed in the Offeror's price(s) and provide sufficient rationale to support the reasonability of the price(s) that include these additional allowances for increased costs.
4. Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
5. Include a narrative portion that explains all judgmental elements of price projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
6. Include all templates required in this RFP.

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

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

Major subcontractors are defined as those subcontractors having a total contract value of \$100,000.00 per year or \$500,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Price, any major subcontract that has a potential estimated total value in excess of \$100,000.00 per year or \$500,000.00 for the five year inclusive effort, a Volume III, Price, must be provided for that subcontract following the subsequently specified format.

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

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

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

All dollar amounts provided shall be rounded to the nearest dollar. All IDIQ fully burdened labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx%.

### **Standard Labor Categories (SLC's)**

The Offeror will develop its price estimates using its estimating system. The Offeror will map its labor categories to the SLC's using the guidelines provided below. SLC's are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet the BOATS requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements. The Offeror is allowed to include additional labor categories that do not easily map into the SLC's below under the "other" SLC. The "other" categories should be very limited if proposed. The goal should be no "other" SLC's.

### **Standard Labor Categories (SLC's) Job Description Guidelines – see attachment J.1 (b) 1**

The offeror may choose to propose direct labor for the base and option periods utilizing the information provided above. The information provided by the Government is FOR INFORMATION ONLY and is not intended to represent a binding requirement. Offerors are instructed to use this information only as a guide in proposal preparation.

**Proposal Cover Sheet:** A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038 is an attachment in J.1(b)2, and may be used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company.

**B. ELECTRONIC PRICING MODEL (EPM) FILE:**

**Format:** In order to achieve standardization, the Electronic Pricing Model includes one (1) workbook entitled Price Template Workbook. The worksheets located within the workbook contain the following:

1. Fully Burdened Rates Development Year 1 – Year 5
2. Fully Burdened Rates Summary Year 1 – Year 5
3. Summary Price Template
4. Salaries and Wages Non-exempt
5. Salaries and Wages Exempt
6. Fringe Benefits Analysis Package
7. Fringe Benefits Policies
8. Incumbency Assumptions
9. Phase-in Template

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

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

**C. CD PRICE PROPOSAL ORGANIZATION**

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

Each CD provided is to have an external label indicating:

1. The name of the Offeror;
2. The RFP number; and
3. The files/workbooks or range of files/workbooks contained on the CD.

Labeling the CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker to label the CDs by hand is acceptable.

**Workbook Acronyms**

All electronic file/workbook names included in the proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of the company name. For example: Assume the company name is ABC Company and you have completed the IDIQ workbook; the file/workbook name would be IDIQ-ABC.xls. The Offeror shall use the Template acronyms below in naming individual worksheets/tabs within an Excel file/workbook:

**Template Acronyms:****FBR-DT** – Fully Burdened Rates Development Template (Years 1-5)**FBR-ST** – Fully Burdened Rates Summary Template (Years 1-5)**SPT** – Summary Price Template**SW-NE** – Salaries & Wages – Non-Exempt**SW-E** – Salaries & Wages –Exempt**FBA** – Fringe Benefit Analysis Package**FBP** – Fringe Benefits Policies**IA** – Incumbency Assumptions**PIT** – Phase in template**D. IDIQ PRICE TEMPLATES INSTRUCTIONS****1. Fully Burdened Rates Development Template (FBR-DT)**

This template calculates a weighted average fully burdened labor rate for each Standard Labor Category (SLC). The offeror's direct labor rates for each SLC for Contract Year 1 should come from and should match the direct labor rates developed in SW-NE and SW-E. The direct labor rates computed for Contract Year 1 for Exempt employees in SW-E should be escalated each year thereafter.

Next, indirect costs are added to the direct labor cost to compute the fully burdened rate. This template includes some typical indirect cost categories that may be applicable. However, it may be modified to accommodate the Offeror's accounting system. Rows or columns may be added to facilitate this, but Offeror's shall not remove any SLC's from the submitted templates.

**2. Fully Burdened Rates Summary Template (FBR-ST)**

This template is a summary of the fully burdened straight time and overtime labor rates, by contract year, from the FBR-DT template. This template, from the prime offeror's proposal, will become Attachment J.1(a)7 to the contract and the rates contained therein shall be used for pricing all task orders under the contract. The non-labor related indirect cost rates for each Contract Year, listed at the bottom of the template, shall be used for application to estimated non-labor direct costs, such as material, travel, training, etc., in pricing all task orders under the contract. Major subcontractors must provide their fully burdened straight time and overtime labor rates to the prime offeror on this template, but need not provide the non-labor indirect rates and profit at the bottom of the template.

**3. Summary Price Template (SPT)**

This template is for pricing out the sample matrix hours that are provided in the hours section of this template. The purpose of this template is to determine the effect of the proposed rates for all years. This template is divided into three sections:

The first section addresses the proposed productive hours. **The Offeror must not change the hours provided by the Government. Please note that the sample**

**productive hours must not be construed as hours to be exercised on the contract but to see the effect of the proposed rates against the sample matrix of hours.**

The second section addresses the Contract rates that were determined in the Fully-Burdened Rates Development Template – (FBR-DT).

The third section addresses the labor cost developed by multiplying the sample productive hours by the fully burdened contract rates. This will be the fully burdened labor cost per labor category.

The computed labor costs shall be added to the Other Direct Cost estimates for materials, travel, and training provided below to form the price for the Government Pricing Model. The Government Pricing Model is for evaluation purposes and is not intended to represent a binding requirement. The actual price of the contract will be determined upon negotiation of individual Contract Task Orders.

The ODC lines located at the bottom of the template are the Government's Independent Estimate of these costs by year. This estimate is provided by the Government for analysis purposes and **shall not** be altered by the Offerors. These numbers should not be construed as actual dollars to be exercised on the contract.

All costs shown in the template for ODCs are exclusive of any indirect expenses and profit. Therefore, unless it is not the offeror's normal accounting practice to do so, these costs should bear their applicable portion of G&A expense. Profit on these costs is at the option of the offeror.

#### **4. SALARIES AND WAGES NON-EXEMPT - CONTRACT YEAR 1: SW-NE**

The Offeror shall submit a completed SW-NE template for non-exempt personnel for Contract Year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all proposed labor classifications (included in the price proposal), by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The DOL WD or CBA category shall be mapped to the LABOR CATEGORY – Offeror's. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors or sub-contractors. Incumbent contractors or sub-contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE's per SLC. Depending on whether the category is DOL or CBA covered, include the wage rate in the appropriate column. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category. An example is included on the template for illustration purposes only.

#### **5. SALARIES AND WAGES EXEMPT - CONTRACT YEAR 1: SW-E**

The Offeror shall submit a completed SW-E template for exempt personnel for Contract Year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system.

Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors. Incumbent contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. The "Escalation rates for year 2-5" column shall include the Offeror's annual escalation percentage. The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

#### **6. FRINGE BENEFITS ANALYSIS OF COMPENSATION PACKAGE - Contract Year 1: FBA**

The FBA template shall be completed for Exempt (professional) personnel only. This template is required of the Offeror proposed as prime and all proposed major subcontractors. The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

#### **7. PERSONNEL AND FRINGE BENEFITS POLICIES Contract Year 1: FBP**

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

#### **8. INCUMBENCY ASSUMPTIONS - Contract Year 1: IA**

This template is required of the Offeror proposed as prime and all proposed subcontractors (major and minor). This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefit purposes. The Offeror shall select only one option in each category.

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

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

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

### **9. Phase-In Template (PIT)**

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

#### **E. Profit**

Provide a description of the proposed profit structure in accordance with the Profit Plan. If a profit pool sharing arrangement is proposed, include a discussion of the arrangement and the distribution of profit earned. Include a discussion of how the proposed profit was derived and why it is reasonable for the type of effort.

#### **F. Proposal Prime/Subcontractor Information Summary**

All Offerors shall submit a completed Table 1 for the prime, each team member(s) and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

**Table 1**

|   |  |
|---|--|
| Offerors and Major Subcontractors are to fill-in the italic areas in column 2 with the required information |  |
| Prime/Major SubContractor   | <i>Identify name of the prime Offeror or a major subcontractor</i>   |
| Title:  | <i>The title of the effort you have contracted or the program name subcontracted</i>   |
| Description:  | <i>A brief non technical description of the work, including identification of the program, project, and period of performance.</i>                                   |
| Program:  | <i>Business Operations and Technical Services Contract</i>   |
| Project:  | <i>Provide Business Operations and Technical Services for ARC</i>  |
| Period of Performance:  | <i>The length from start date, 8/01/09 to completion date of the contracted effort, 07/31/14 .</i>   |
| Type of Action:   | <i>New Contract</i>  |
| Contract Type:  | <i>FFP-IDIQ</i>  |
| Company:  | <i>The name of the Prime, Team Member or Subcontractor</i>   |
| Address:  | <i>Full USPS street address to include suite or apartment numbers</i>  |
| Performance Location:   | <i>City and State of the principal work performance location(s)</i>  |
| USPS 9 digit Zip Code   | <i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>                                  |
| Estimated Price with Options  | <i>\$ amount rounded to the \$1,000</i>  |
| Subcontractors: (>1M)   | <i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>          |
| Small Business Subcontracting Goals:  | <i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)</i> |

Prime Offerors and Major Subcontractors shall perform and provide a copy of a cost or price analysis of their subcontractors as required by FAR 15.404-3(b).

[End of provision]

**L.7 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (SEP 2007)**

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

| Item Description       | Acquisition Date | Acquisition Cost | Quantity | If equipment |       |            |
|------------------------|------------------|------------------|----------|--------------|-------|------------|
|                        |                  |                  |          | Manufacturer | Model | Serial No. |
| SEE ATTACHMENT J.1(a)4 |                  |                  |          |              |       |            |

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in

accordance with FAR 52.245-2, *Government Property Installation Operation Services*. The offeror shall notify the Government of its intention to use or not use the property.

| Item Description | Acquisition Date | Acquisition Cost | Quantity | If equipment |       |            |
|------------------|------------------|------------------|----------|--------------|-------|------------|
|                  |                  |                  |          | Manufacturer | Model | Serial No. |
| N/A              |                  |                  |          |              |       |            |

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

(End of provision)  
[END OF SECTION]

**SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS**

**M.1 FAR 52.232-1 LISTING OF 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 these addresses:

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

| I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) |             |                       |
|--|-------------|-----------------------|
| <u>PROVISION NO.</u>                                 | <u>DATE</u> | <u>TITLE</u>          |
| 52.217-5   | JUL 1990    | EVALUATION OF OPTIONS |

| II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) |             |              |
|---|-------------|--------------|
| <u>PROVISION NO.</u>                        | <u>DATE</u> | <u>TITLE</u> |
| None included by reference.                 |             |              |

(End of provision)

**M.2 EVALUATION APPROACH**

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

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.

(2) The Government may award a contract based on the initial offers received, without discussion of such offers. Accordingly, each offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA’s decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

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

(1) Mission Suitability Factor The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed and the ability of the offeror to accomplish what is offered, or the product to be delivered. The Mission Suitability Factor is numerically scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table.

| ADJECTIVAL RATING | DEFINITIONS  | PERCENTILE RANGE |
|-------------------|--|------------------|
| Excellent         | A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.   | 91-100           |
| Very Good         | A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.   | 71-90            |
| Good              | A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror's response. | 51-70            |
| Fair              | A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.   | 31-50            |
| Poor              | A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.  | 0-30             |

Overall, the offeror’s Mission Suitability proposal will be evaluated based on the offeror’s ability to fulfill the technical and management oversight requirements while meeting quality,

schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost and performance or technical and managerial aspects.

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

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

| <u>LEVEL OF CONFIDENCE RATINGS</u>   |   |
|--------------------------------------|---|
| <u>Very High Level of Confidence</u> | The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)   |
| <u>High Level of Confidence</u>      | The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.) |
| <u>Moderate Level of Confidence</u>  | The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)  |
| <u>Low Level of Confidence</u>       | The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will  |

|                                     |   |
|-------------------------------------|---|
|                                     | successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)  |
| <u>Very Low Level of Confidence</u> | The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror’s performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.) |
| <u>Neutral</u>                      | In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and ( iv)].   |

(3) Price Factor. This factor is used to assess what each offeror’s proposal will cost the Government should it be selected for award. Proposed prices are analyzed to determine the price and associated risks of doing business with an offeror based upon the offeror’s proposed approach for the proposed price. A price analysis will be performed to assess the reasonableness of the proposed prices. It is not numerically scored.

**(c) Mission Suitability Factor (Volume 1)**. The Offeror’s Mission Suitability proposal will be evaluated based on the Offeror’s ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approach and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to price, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and numerical scores. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness adversely affecting the offeror’s Mission Suitability scores, if applicable. This integration between mission suitability findings and price is critical to determining price reasonableness.

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

**INDEX OF MISSION SUITABILITY SUBFACTORS AND ELEMENTS**

| SUBFACTOR                          | ELEMENT   |
|------------------------------------|---|
| <b>(1) Management Approach</b>     |   |
|                                    | a. Organizational Structure and Approach              |
|                                    | b. Staffing   |
|                                    | c. Total Compensation Plan                            |
|                                    | d. Phase-In Plan                                      |
|                                    | e. Organizational Conflict of Interest Avoidance Plan |
| <b>(2) Technical Understanding</b> |   |
|                                    | a. General  |
|                                    | b. Photographic/Video/Multimedia Services             |
| <b>(3) Safety and Health Plan</b>  |   |

The Mission Suitability proposal will be evaluated based on completeness with respect to the elements listed in Section L, the degree of understanding of the functions and tasks to be performed and the different disciplines involved, and how these disciplines are to be applied to current and future NASA facilities, programs and projects supported by this contract. Simply restating the Statement of Work (SOW) will be unacceptable and evaluated as such. The narrative evaluation will be based on:

**(1) Subfactor 1. Management Approach**

The offerors proposed Management and Business Approach will be evaluated with consideration of the elements reflected in the Index of Mission Suitability Subfactors and Elements above.

a **Organizational Structure and Approach**

The Government will evaluate the Contractor’s organizational structure and approach to perform the diverse functions of the Statement of Work for appropriateness, reasonableness, and effectiveness, and the rationale for the following:

- How the Offeror’s organizational structure provides clear internal and external lines of authority including the authority and responsibility vested in site and task managers, their access to corporate or company resources to support the contract through all phases, including the flowchart of structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Effectiveness of proposed process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques
- Adequacy of the Offeror’s approach to meeting the diverse requirements of the SOW to assure excellent performance
- The Offeror’s identification of risk areas and recommending approaches to minimize the probability and impact of risks

- The Offeror's approach to manage multiple task orders, task priorities, and changes to requirements, staffing, budget (including budget increases and decreases), and schedule; in a timely, efficient and cost effective manner

b. Staffing

The Government will evaluate the following for appropriateness, reasonableness, and effectiveness:

- Key Positions, and rationale, including authority and responsibilities, for designating them as Key. Provided position descriptions including authorities, responsibilities, and assignments of the position, as well as the experience and skills required of the Key Personnel filling the position
- Resumes for Key Personnel and the stated degree of commitment of Key Personnel as well as the offeror's commitment to employ or promote the person (i.e. letters of intent, etc.).
- Proposed approach and rationale to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties
- Proposed approach for maximizing staffing efficiencies, especially during reductions or increases due to budget fluctuations; short notice changes in requirements; long term personnel absences due to vacation, illness, etc.; and temporary assignments

c. Total Compensation Plan.

The Government will evaluate the Offeror's Total Compensation Plan for all personnel proposed for a complete and comprehensive response, in accordance FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The plan will be evaluated for:

- Salary ranges and fringe benefits proposed for employees that demonstrate a clear understanding of the local employment market. The breakdown of salaries/wages, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit will be evaluated. The charts containing the average of fringe benefit information for all the exempt labor categories and containing the average of fringe benefit information for all the non-exempt labor categories will be evaluated.
- The impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Reasonableness of employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time. Reasonableness of the employee contributions to their compensation.

- Reasonableness of proposed uncompensated overtime, rationale, and proposed labor categories.
- Reasonableness of the distribution of benefits charges (e.g., direct labor cost, G&A, Overhead, or Fee.)

d. Phase-in Plan

The Government will evaluate the Offeror's Phase-in Plan to determine completeness, reasonableness, effectiveness, and efficiency:

- Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel

e. Organizational Conflicts of Interest Avoidance Plan

The contractor's Organizational Conflicts of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H Clauses, H.2 *Organizational Conflicts of Interest, and Limitation on Future Contracting*, H.11 *ARC 52.227-93 Management and Protection of Data*, H.12 *ARC 52.227-96 Handling of Data*, and Section I Clause *NFS 1852.237-72, Access to Sensitive Information* relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements

**(2) Subfactor 2: Technical Understanding:**

Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach. Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

a. General

The Government will evaluate the Offeror's approach to performing the work required in each functional area of the Statement of Work for appropriateness, reasonableness, and effectiveness and how the work will be accomplished as follows:

- Staying abreast of current policies and procedures and adopting them where appropriate
- Identification of potential risks to the successful fulfillment of the requirements and recommended approaches to minimize the probability and impact of those risks
- The Offeror's innovative approaches, synergies across the SOW, and justifications and expected advantages to the Government
- Approach for responding to task requests, planning work and accomplishing task requirements and the approach for identifying,

reporting and resolving typical problems that may be encountered in satisfying the requirements of the SOW

- Approach for responding to changing requirements to task order skill sets caused by project and/or other task order revisions
- Plans and rationale to provide the offeror's own equipment (either in addition to, or in place of, Government-provided equipment)

b. Photographic/Video/Multimedia Services

The Government will evaluate the following:

(1) Photographic Services

(a) The Offeror's approach to Photography Services will be evaluated on composition, lighting, and the degree of difficulty.

(b) Sample Project responses will be rated on effectiveness, expediency, and feasibility.

(2) Video/Multimedia Services

(a) The Offeror's Multimedia Specialist's submission will be evaluated for demonstrated skills in creative design and mastery of common multimedia technical tools to provide an engaging product.

(b) The Offeror's Camera Operator's (Videographer) submission will be evaluated for demonstration of camera operation (focus, exposure, composition, and lighting) used in a range of applications such as scientific/technical, documentary, corporate, and news; use of camera motion with dollies, job arms, Steadicam, or other devices, and accurate management of HD signal parameters.

(c) The Offeror's Video/Multimedia Producer's submission will be evaluated for demonstrated ability to create High Definition video products to effectively communicate stories in scientific/technical, documentary, corporate, news and commercial styles in a demonstration reel of no more than 6 minutes of video; ability to generate and coordinate creative elements such as concepts and treatments, scripts, videography, audio, graphics/animation, editing, and packaging into a finished product.

(d) The Offeror's Video Editor's submission will be evaluated for style, complexity, and quality of projects that they have edited, an ability to assemble news or short-form video products with a minimum of reliance on others to follow specific product goals and requirements, and the ability to set and maintain attention to high definition video and audio signal levels, color correction, scene-to-scene color matching, basic graphics, and other on-line video editing skills.

(e) The Offeror's approach for each of the Video/Multimedia sample projects will be evaluated for reasonableness, timeliness, and cost effectiveness.

**(3) Subfactor 3. Safety and Health.**

The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during the course of this contract in accordance with NPR 8715.3 and APR 1700.1. The Government will evaluate the Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- (1) Statement of the corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure, including whether the plan clearly defines safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements, including whether the plan appropriately covers techniques for achieving program goals and includes:
  - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
  - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
  - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
  - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
  - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
  - Method of making sure that emergency plans and procedures are current and sufficient.
  - Method for making sure that employees consistently perform their work safely and in accordance with the plan.
  - Method for reporting and investigating accidents and incidents (mishaps).

**(d) Past Performance Factor (Volume II).**

(1) By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, and corporate management responsiveness.

(2) By reviewing references of past and active relevant technical performance, the Government will evaluate the offeror's and major subcontractors' experience level in working with systems that are similar in complexity and function as those that will be worked on under this contract. The past relevant technical performance review will allow

the Government to evaluate the depth of the offeror's and major subcontractors' experience, whether newly acquired or established over time. The technical review will also allow the Government to evaluate the degree of successfulness with which the offeror and major subcontractors have satisfied technical requirements of projects on past and active contracts.

(3) A review of Offerors' and major subcontractors' performance of past and active contract management will allow the Government to evaluate the effectiveness, timeliness, and successfulness of in-place procedures and processes in the areas of contract, subcontract and task management, human resources, procurement, and subcontracting goals. The Government evaluation will favor evidence of past and present contract management performance that displays simple and efficient procedures and processes as opposed to those that are tedious and overly burdensome. The evaluation will include a human resources review that will look for a record of retention of a stable, technically qualified, motivated work force, with allowances for fluctuations in the work force reflecting workload fluctuations. The efficiency of the Offeror's procurement system will be evaluated, favoring those that reflect expeditious procurements that meet Government procurement regulations.

(4) The review of the Offeror's corporate structure will allow the Government to evaluate current and past performance that was affected by the position of the Offeror in relation to its overall corporate management hierarchy and to gain insight into the lines of authority to which the Offeror has been subjected during the performance of contracts. The corporate structure evaluation will favor Offerors that display evidence of operations free from an unwarranted number of intrusive, day-to-day work hindering decisions from an entity other than the entity, which is to perform the work under this contract. In doing so, the Government will be looking for entities that will be able to function relatively autonomously, free from decisions made by "outside" entities that would have negative impacts on satisfying task or contract requirements. If the Government does not see evidence of this type of autonomy, it will consider the degree and effectiveness of authority that another entity displayed and exerted over the entity that will be performing the work under this contract. In this case, the evaluation may consider the performance record of both entities. The evaluation will consider performing entities that exhibit little or no authority over their own operations as unacceptable.

(5) The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

(6) If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

(7) Other Information:

a. Past Performance Evaluation Criteria The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Management Responsiveness. The Government will also evaluate other information submitted by the

Offeror and major subcontractors as well as information from other sources as described in Section L.

1. **Relevant Technical Performance.** The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Contractor's ability to resolve unexpected problems in a timely, effective manner
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Quality, accuracy and completeness of technical documentation

2. **Contract Management.** The Government will evaluate the offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- Qualifications and effectiveness of on-site management and level of autonomy the site manager had to manage the contract
- Management of a large number of varied tasks and experience responding to short-term high demand requirements
- Conformance with the terms and conditions of contracts, including delivery of products and reports
- Subcontract management
- Record of retaining highly skilled employees to address contract requirements
- Ability to assess and re-assign staff
- Processes for negotiating and implementing contract changes
- Management of the phase-in period to ensure efficient continuation of services in cases where the Offeror was not the incumbent
- The response to work (or task orders) as assigned and the completion of work plans
- Experience in dealing with increased workload or of contract de-scoping
- Ability to fill vacant key position(s) appropriately and in a timely manner

3. **Corporate Management Responsiveness.** The Government will evaluate the Offeror's and major subcontractors' corporate relevant past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will evaluate the impact of the Offeror's, major subcontractor's, and other entities' decisions in the following areas.

- Responsiveness of the contractor's corporate management to contract problems
- Availability of the contractor's corporate resources
- Impact of the contractor's changes to lines of authority during the contract and their impact to contract
- Ability to operate free from organizational conflicts of interest

4. **Other Information.** The Government will also evaluate the following for all relevant contracts and for all NASA contracts as listed in the "Relevant Contract Chart" provided in Section L:

- Relevant significant awards and certifications received during the past 5 years that are relevant to solicitation requirements
- Any serious performance problems or terminations for default

The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from organizations that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

b. **Past Performance Ratings:** The Government will obtain past performance information as stated in Section L. The Government will evaluate this information in accordance with the criteria below and assign strengths and weaknesses. The results of this evaluation will be consolidated into an adjectival rating.

Past performance will also be evaluated based on information obtained through the NASA Past Performance Database (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and

contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the government reserves the right to use both data provided by the Offeror and data obtained from other sources.

**(e) Price Proposal (Volume III).**

(1) The Government will conduct Price Proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.404-1(b) that shall be considered include: comparison of proposed prices received in response to the solicitation; comparison of proposed prices with independent Government cost estimates; and analysis of pricing information provided by the Offeror.

(2) The overall price for evaluation purposes will be the price calculated for the Government Pricing Model (Template SPT from the Electronic Pricing Model), exclusive of Phase-In costs.

(3) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offeror as permitted in FAR 15.404-1(g)(3).

(4) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that Offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.

(5) An evaluation of the profit shall also be conducted. The proposed profit will be evaluated for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance as referenced in FAR 15.404-4(a).

(6) The price of phase-in will not be included in the evaluated total price, but will be evaluated in terms of risk assessment for selection purposes. This consideration involves performing an analysis of the proposed phase-in price which may lead to mission suitability weaknesses, and adversely affect mission suitability scores, if the proposed resources are not consistent with the proposed phase-in plan.

(7) Evaluation of options shall not obligate the Government to exercise such options.

(End of provision)

**M.3 WEIGHTING AND SCORING**

(a) The essential objective of the proposal process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. These factors are described in M.2 Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and

Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence. Price will be evaluated for reasonableness. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Of the evaluation factors identified above, Mission Suitability, Past Performance, and Price are essentially equal to each other. Mission Suitability and Past Performance when combined are significantly more important than Price. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

| Subfactor               | Assigned Weight |
|-------------------------|-----------------|
| Management Approach     | 500             |
| Technical Understanding | 450             |
| Safety and Health       | 50              |
| <b>Total</b>            | <b>1,000</b>    |

(End of provision)  
(END OF SECTION)