

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE 1 OF PAGES 87
2. CONTRACT NO.	3. SOLICITATION NO. NNA09274979R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/13/09	6. REQUISITION/PURCHASE NO. 4200274979	
7. ISSUED BY NASA Ames Research Center Attn: Naomi Castillo-Velasquez, M/S 243-1 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 as instructed in **L.4(b) for original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Bldg. 243, Room 103** until **January 13, 2010, Noon PST**. 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 Naomi Castillo-Velasquez	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3421	C. EMAIL ADDRESS Naomi.Castillo-Velasquez@nasa.gov
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PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM				CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICE/COST				LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	C	DESCRIPTION/SPECS./WORK STATEMENT				OF ATTACHMENTS	
	D	PACKAGING AND MARKING				PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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	G	CONTRACT ADMINISTRATION DATA			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	H	SPECIAL CONTRACT REQUIREMENTS			M	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 _____ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. 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
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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 (4 copies unless otherwise specified)	BLOCK 25
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24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center Attn: TBD Moffett Field, CA 94035-1000	CODE	25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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[END OF SECTION]

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. SUPPLIES/SERVICES TO BE PROVIDED

(a) 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
*01	Phase-In Period set forth in Section F, paragraph F.2(a).	1	Job
02	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS) Base Period set forth in Section F, paragraph F.2(a).	TBD	Task Orders
03	Recovery Act Funded Tasks under Aeronautics and Exploration Mission Modeling and Simulation (AEMMS) Base Period set forth in Section F, paragraph F.2(a).	TBD	Task Orders

*Line Item No. 01: At the time of award, a 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
OPTION PERIOD 1			
04	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS) set forth in Section F, paragraph F.2(b).	TBD	Task Orders
OPTION PERIOD 2			
05	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS) set forth in Section F, paragraph F.2(c).	TBD	Task Orders
OPTION PERIOD 3			
06	Aeronautics and Exploration Mission Modeling and Simulation (AEMMS) set forth in Section F, paragraph F.2(d).	TBD	Task Orders

(END OF CLAUSE)

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

The estimated cost of this contract is to be negotiated by task order exclusive of the fixed fee to be negotiated by task order. The total estimated cost and fixed fee is to be negotiated by task order.

(END OF CLAUSE)

B.3. CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

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

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

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(c) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for the line item 03 and covers the following estimated period of performance: date of award through TBD.

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

SUMMARY OF RECOVERY ACT FUNDING	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

B.4. LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for 2 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)

B.5. MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$100,000 (Estimated Cost and Fixed Fee)**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$23,000,000 (Estimated Cost and Fixed Fee)**. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

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

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed **10%** of the original maximum amount (\$23,000,000).

(END OF CLAUSE)

B.6. SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT)

(a) When the Government issues a request for a "task plan" to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates which may be less than, but shall not exceed, the rates found in Attachment J.1(a) 7, entitled "Direct Labor Rates, Fringe Rates, Indirect Rates, Fixed Fee, and Ceiling Rate Matrices" for all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. Notwithstanding the use of the rates set forth in Attachment J.1(a) 7 for estimating purposes, the Contractor will be reimbursed costs based on their current DCAA approved rates subject to audit by the Government. Indirect rates are subject to the ceiling limits set forth in Clause B.7.

(b) The Contractor's proposed approach/pricing of the representative tasks set forth in its proposal, if required, for award of this contract shall be used as reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the fixed fee percentage specified in Attachment J.1(a) 7 shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. For task orders under this contract, the fixed fee amount associated with the task order shall be the fixed fee percentage applied and calculated on the total negotiated **estimated** cost of the task order.

(END OF CLAUSE)

B.7. LIMITATION OF INDIRECT COSTS

(a) Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the indirect cost ceiling rates to the appropriate base(s) as set forth in Attachment J.1(a) 7, entitled "Direct Labor Rates, Fringe Rates, Indirect Rates, Fixed Fee, and Ceiling Rate Matrices".

(b) The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended, if applicable.

(c) A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(END OF CLAUSE)

B.8. ESTIMATED COST INCREASES

(a) The scope of the task, and any deliverables there under, shall be defined in sufficient detail for the Government and the Contractor to distinguish between changes in scope and overrun. In the event the Contractor is unable to complete the task within the estimated costs set forth in the task order, additional costs under the task shall be considered non-fee bearing, unless the Contracting Officer modifies the task to recognize additional or revised requirements. In the event the contractor incurs additional costs to complete the task due to an overrun, no additional fee will be paid.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date

Projected cost to completion

Total cost at completion

Current negotiated estimated cost

Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(e) In rare circumstances, changes in task focus may require the addition of labor categories beyond the categories included in J.1(a)7. In these cases a request must be submitted by the contractor to the Contracting Officer, demonstrating the insufficiency of the existing labor categories, a description of the proposed labor category including the education and experience levels, proposed and ceiling labor rates, and a cross reference to other contracts that include the proposed labor categories. These additional labor categories, rates and descriptions will be negotiated on a case-by-case basis, and upon determination by the Government that they are fair and reasonable, will be incorporated by modification into Section B of the contract.

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1. STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work, entitled "Statement of Work for Aeronautics and Exploration Mission Modeling and Simulation (AEMMS)" which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING**D.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

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

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>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE**E.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

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

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>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.246-73	MAR 1997	HUMAN SPACE FLIGHT ITEM

(END OF CLAUSE)

E.2. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (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 triplicate, an original and 2 copies.

(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 OR PERFORMANCE

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

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

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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) BASE PERIOD (Phase-In and Base Requirement)

Phase-In (NTE 30 days) shall be included in the Base Period performance period. The performance of the base period shall be for two (2) years from the effective date of the contract.

(b) OPTION PERIOD 1

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

(c) OPTION PERIOD 2

If exercised, the period of performance shall be twelve (12) months from the end of Option Period 1

(d) OPTION PERIOD 3

If exercised, the period of performance shall be twelve (12) months from the end of Option Period 2.

(END OF CLAUSE)

F.3. 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:

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.4, *Delivery of Reports*.

(END OF CLAUSE)

F.4. DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a) Attachment 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at such other locations as directed by the Ames Research Center Contracting Officer.

(END OF CLAUSE)

F.6. NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

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

(END OF CLAUSE)

[END OF SECTION]

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE--LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(END OF CLAUSE)

G.2. RESERVED**G.3. SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)**

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

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

NSSC – FMD Accounts Payable
 Bldg. 1111, C. Road
 Stennis Space Center, MS 39529

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

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

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

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

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

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

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
ATTN: TBD
Moffett Field, CA 94035-1000

(ii) Copy 2 Auditor

Defense Contract Audit Agency
(Address Completed at Time of Award)

(iii) Copy 3 Contractor

(iv) Copy 4 Contract Administration Office (if applicable), STAMPED "INFO COPY"

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

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

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529

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

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

(END OF CLAUSE)

SPECIAL INVOICING INSTRUCTIONS FOR RECOVERY ACT FUNDS

In addition to the requirements set forth in H.3 of this contract, the following special requirements apply to work authorized under the American Recovery and Reinvestment Act (ARRA) of 2009 (herein after referred to as the Recovery Act).

- All requests for payment for work performed subject to the Recovery Act shall be submitted separately from requests for payment for any other work performed under the contract.
- All requests for payment for work on contracts, funded in whole or in part, with Recovery Act funds, shall identify the applicable Contract Line Item Number(s) (CLINs) associated with the supplies or services being invoiced.
- All invoices/vouchers shall be submitted via e-mail with no more than one invoice/voucher per e-mail submission.
- The NASA Shared Services Center is the Designated Billing Office for Recovery Act invoices, except for cost type contracts where DCAA is designated as the billing office for verification of vouchers.

G.4. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "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 M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 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. Inquiries 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.5. TECHNICAL DIRECTION (NFS 1852.242-70) (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.6. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY
(NFS 1852.245-70) (DEVIATION)(SEP 2007)**

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

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

(i) Justify the need for the property;

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

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

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

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

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

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

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

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(END OF CLAUSE)

**G.7. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (DEVIATION)
(NFS 1852.245-71) (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)

- 4100.1, NASA Materials Inventory Management Manual
- 4200.1, NASA Equipment Management Procedural Requirements
- 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 Section J, paragraph J.1(a), Attachment 4, of the contract.

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

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: Other Center Facilities (such as laboratories and supercomputers as required for completion of the tasks).

(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.8. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (NFS 1852.245-74) (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:

Ames Research Center
Central Shipping and Receiving
M/S 255-23
Moffett Field, CA 94035-1000

Mark for: Francisco Torres, COTR

(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.9. PROPERTY MANAGEMENT CHANGES (DEVIATION) (NFS 1852.245-75) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA Ames Research Center
Attn: Industrial Property Officer
M/S 255-2
Moffett Field, CA 94035-1000

Email: Maria-Elena.Lopez-1@nasa.gov

Phone: (650) 604-6882

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

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>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
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: NASA Ames Research Center</i>)
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I) (SEP 1989) (ALT II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2. TASK ORDER PROCEDURE (NFS 1852.216-80) (OCT 1996)

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

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

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

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

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

(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.

(END OF CLAUSE)

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

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

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

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

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

Key Personnel (Name and Title)	Facilities (Name and Address)
_____	_____
_____	_____
_____	_____
_____	_____

(END OF CLAUSE)

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

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

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

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

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

H.5. 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 "Aeronautics and Exploration Mission Modeling and Simulation (AEMMS)" are hereby incorporated into this contract by reference.

(END OF CLAUSE)

H.6. EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (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.7. DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION
(ARC 52.223-91) (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.8. SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (OCT 2006)
ALTERNATE I (OCT 2006)**

(a) It is strongly recommended that the Contractor 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.9. INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98)
(OCT 2004)**

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

(END OF CLAUSE)

H.10. ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

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

(b) The nature of this potential conflict is:

The Requesting Organizations have both NASA and non-NASA customers. Some of those customers include aerospace vehicle designers and manufacturers. Because contractors are involved in new technology development, testing, and fabrication, they are expected to have access to government sensitive and third party proprietary data. If the awardee or a subcontractor were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers might cease to use NASA-ARC expertise and facilities. This would negate the purpose of our laboratories and facilities as a national resource. Access by the awardee to Government-sensitive or third party proprietary data creates a potential organizational 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 aerospace vehicles-

(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 AEMMS

technical 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 AEMMS technical 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 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 AEMMS, 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 AEMMS.

(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)6). 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.11. PATENT RIGHTS

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

(END OF CLAUSE)

H.12. SEVERENCE PAY (ARC 52.231-90) (JUN 2008)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on the service contract at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.13. PERFORMANCE ASSESSMENT

(a) As part of the Government's surveillance activities, a periodic performance assessment will be conducted under this contract. 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:

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/COST

Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.

OTHER

Ability to manage subcontracts in support of the contract effort. Ability to ensure safety, and compliance with environmental impact restrictions.

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

(END OF CLAUSE)

H.14. CONTRACTOR PURCHASING (COST REIMBURSEMENT)

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

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

(END OF CLAUSE)

H.15. 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.16. MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

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

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

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

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

(END OF CLAUSE)

H.17. HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

- (b) Data specifically used.

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

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

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

(c) Data first produced.

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

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

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

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>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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)
52.203-15	MAR 2009	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-11	MAR 2009	AMERICAN RECOVERY AND REINVESTMENT ACT—REPORTING REQUIREMENTS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	MAR 2009	AUDIT AND RECORDS – NEGOTIATION, ALTERNATE I

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (<i>Insert "30 DAYS" in paragraph (a)(3)</i>)
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING (<i>Insert "DATE OF CONTRACT AWARD" through "TWO YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT" in paragraph (a)</i>)
52.216-19	OCT 1995	ORDER LIMITATIONS (<i>Insert "\$1K", "\$4.6M", "\$23M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively</i>)
52.216-22	OCT 1995	INDEFINITE QUANTITY (<i>Insert "1 YEAR FROM THE END DATE OF THE CONTRACT" in paragraph (d)</i>)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (<i>Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c).)</i>)
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	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-36	SEP 2006	EQUAL OPPORTUNITIES FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER SPECIAL VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I)(AUG 2003) (ALT II)(AUG 2003)
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	FEB 2009	BUY AMERICAN ACT-SUPPLIES
52.225-13	JUN 2008	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
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (DEC 2007)(ALT II) (<i>Insert:</i> (i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is part. <i>at the end of paragraph(a))(DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)</i>
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL)
		<u>To Be Completed by Offeror:</u>
		Page Numbers: _____
		Proposal Date: _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2008	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (<i>Insert: "no later than 15 days prior to submission of the first request for payment" in paragraph (b)(1)</i>)
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGITATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES-COST-REIMBURSEMENT (ALT I) (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>) (ALT 1) (JUN 2007)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	AUG 2009	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
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 WORKPLACE
1852.227-11	---	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) ** Modifies FAR Clause 52.227-11**
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
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

(END OF CLAUSE)

I.2. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (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 graphically displays the following procedure for the issuance of a PIV credential.

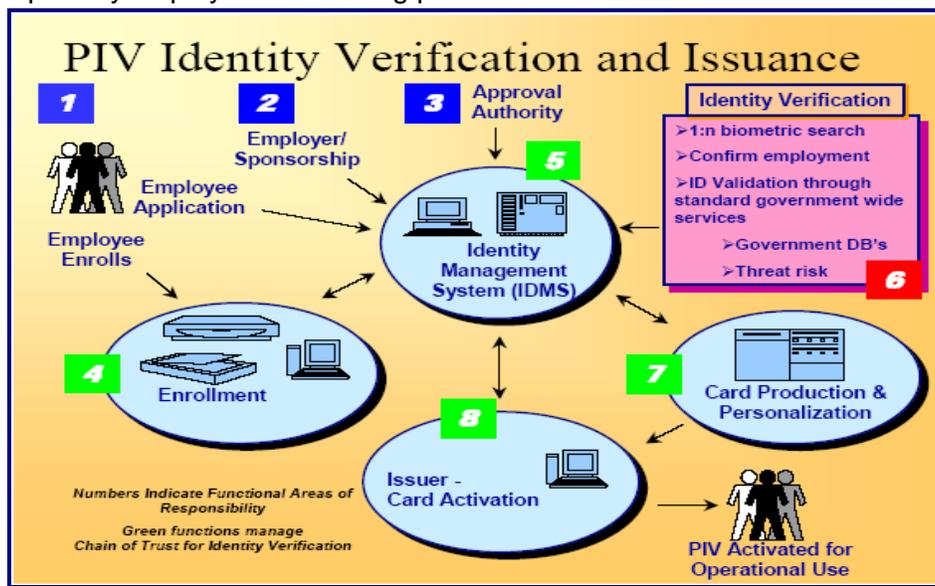


Figure A-1, FIPS 201, Appendix A

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 Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

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

Step 3:

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

Step 4:

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

¹ 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

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 OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall—

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

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

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

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

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

(END OF CLAUSE)

I.4. 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.nlrb.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.5. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (OCT 2009)(DEVIATION)

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

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at:

www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

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

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

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(END OF CLAUSE)

I.6. SHARED SAVINGS (NFS 1852.243-71) (MARCH 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) **Cost savings**, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) **Cost Reduction Proposal** - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) **Covered contract** - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) **Contractor implementation costs** - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) **Government costs** - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The

communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

- (1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.
- (2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.
- (3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.
- (4) Detailed cost estimates which reflect the implementation costs of the CRP.
- (5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.
- (6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected,

responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(End of Clause)

I.7. OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the

contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

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

NASA Ames Research Center
Lewis S. Braxton, III
Director of Center Operations; M/S 200-8
Moffett Field, CA 94035-1000
Telephone: (650) 604-5068
FAX: (650) 604-1668
Email: 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. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

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

(END OF CLAUSE)

I.8. AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(APR 1984)

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

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

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)
(FEB 1997)

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

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	10/20/09	10
2	Contract Data Requirements List	10/20/09	11
3	Contractor's IT Security Plan*	TBD	TBD
4	Government Property List	10/20/09	2
5	Contractor's Safety and Health Plan*	TBD	TBD
6	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
7	Direct Labor Rates, Fringe Rates, Indirect Rates, Fixed Fee, and Ceiling Rate Matrices *	TBD	TBD

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

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

Attachment	Title
1	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)
2	Proposal Cover Sheet (JA 038)
3	Direct Labor Rates, Fringe Rates, Indirect Rates, Fixed Fee, and Ceiling Rate Matrices <i>(to be incorporated into the contract as J.1(a)7)</i>
4	Facility Capital Cost of Money Computation (Form CASB-CMF)
5	Contract Facilities Capital Cost of Money (DD Form 1861)
6	Quarterly Contractor Financial Management Report (NF 533Q)
7	Monthly Contractor Financial Management Report (NF533M)
8	Cover Letter and Past Performance Questionnaire
9	Pricing Model Staffing Plan (Including Government Labor Estimate and Descriptions)

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712- Research and Development in the Physical, Engineering, and Life Sciences (Except Aircraft).

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 1,500 employees.

(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. PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-
REPRESENTATION (FAR 52.209-2)(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)

**K.3. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5)
(DEC 2008)**

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

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

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

(B) Have ____ have not ____, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 20 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

K.4. PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR52.225-20)(AUG 2009)

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

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

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

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

- (1) Are conducted under contract directly and exclusively with the regional government of Southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

- (5) Consist of providing goods or services that are used only to promote health or education;
or
- (6) Have been voluntarily suspended.

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

(END OF PROVISION)

K.5. REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

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

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

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

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

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

(END OF PROVISION)

[END OF SECTION]

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

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

FAR website: <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>
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (<i>Insert "C-9 rated order" in blank</i>)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
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
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA

(END OF PROVISION)

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

The Government contemplates award of a single Indefinite Delivery Indefinite Quantity (IDIQ) Cost-Plus-Fixed-Fee (CPFF) Task Order contract resulting from this solicitation.

(END OF PROVISION)

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

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

Natalie LeMar
 NASA Ames Research Center
 Mail Stop 241-1
 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 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 shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Standard Form (SF) 3881 Section K	L.4(b)(2)	1	2	2

Vol. I, Mission Suitability Proposal	L.4(c), L.7(a)	see below	see below	see below
A. Management Approach	L.7(a)(3)A	1	6	2
B. Technical Understanding	L.7(a)(3)B			
C. Safety & Health Plan	L.7(a)(3)C			
Vol. II, Past Performance Proposal	L.4(d), L.7(b)	1	6	2
Vol. III, Cost/Price Proposal	L.4(e), L.7(c)	1	3	3 ¹

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

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- 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 any of the terms and conditions.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.1, "Supplies/Services to be Provided" for Total Phase-In Costs.
- A completed response to Section H, "Key Personnel and Facilities" NFS clause 1852.235-71.
- 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*.
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".
- List the date of the most recent reviews of your management system(s) (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.

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

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately.

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

Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.5, "Proposal Page Limitations."

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

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

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

(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."

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

The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the Offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.

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

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

(END OF PROVISION)

L.5. PROPOSAL PAGE LIMITATIONS

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

Proposal Component	Page Limit¹
Cover Letter	No Limit
Volume I — Mission Suitability Proposal	See below
A. Management Approach	100 Pages ² Not including Total Compensation and OCI Avoidance Plans
1. <i>Organizational Structure/Partnering Approach</i>	
2. <i>Technical and Business Management of Contract Task Orders (CTO)</i>	
3. <i>Staffing, Recruitment, Retention and Training</i>	
4. <i>Phase-In Plan</i>	
5. <i>Total Compensation Plan (No Limit)</i>	
6. <i>Organizational Conflict of Interest Avoidance Plan (No Limit)</i>	
B. Technical Approach	
C. Safety and Health Plan	No Limit
Volume II — Past Performance Proposal	20 ³
Volume III — Cost/Price Proposal	No Limit

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

¹ These limits apply only to content pages. Paragraph L.5(c) lists page types which are not affected by this limit.

² In the Management Approach written response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual. See paragraph L.5(c). The 100 page limit includes both Management and Technical Approach with exceptions as noted

³ No limit to length of past performance questionnaire responses.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In addition, the Safety and Health Plan, the Total Compensation Plan, and the Organizational Conflicts of Interest Plan are not page limited.

The commitment letter(s) and resume(s) for key personnel are not counted as part of the 100 page limitation under Management Approach. However, commitment letters shall be limited to no more than one page per individual, and the resume(s) with job descriptions shall be limited to no more than 3 combined pages per individual.

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

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

(END OF PROVISION)

L.6. RESERVED

L.7. PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

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

- Mission Suitability
- Past Performance
- Cost/Price

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

(a) Mission Suitability 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 evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(1) The evaluation will be based on the information presented in the written subfactors. The proposal must specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the 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.

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

The Mission Suitability Proposal shall address the following subfactors:

Para.	Subfactor Title	Elements	
A	Management Approach	1	Organizational Structure/Partnering Approach
		2	Technical and Business Management of Contract Task Orders (CTOs)
		3	Staffing, Recruitment, Retention and Training
		4	Phase-In Plan
		5	Total Compensation Plan
		6	Organizational Conflicts of Interest Avoidance Plan
B	Technical Understanding		
C	Safety and Health Plan		

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

A. Management Approach – (Subfactor)

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

1. Organizational Structure/Partnering Approach The Offeror shall describe its organizational structure and partnering approach, including rationale for the following:

- Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW. Describe and diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in key personnel and technical-task managers and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the effectiveness of your proposed approach for managing these arrangements to assure that the government receives a quality product or service.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

2. Technical and Business Management of Contract Task Orders The Offeror shall describe its process for responding to and completing task orders including:

- Planning, tracking, reporting on and controlling individual task orders, including processes to assure the quality of technical products.
- Processes to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner, including identification and correction of task performance problems.
- Proposed approach to staffing multiple task orders competing for limited common workforce and skill sets.
- Identification of task performance risk areas and recommend approaches to minimize the probability and impact of those risks.

3. Staffing, Recruitment, Retention and Training The Offeror shall describe its staffing and recruitment approach and rationale including:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work.
- Proposed approach for responding to changing skill sets requirements.
- Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Address plans for internal training, mentoring, and career development.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
- Identify Key Positions and the basis, including authority and responsibilities, for designating these positions as Key. Identify individuals assigned to these Key Positions and the percentage of their time allocated to this contract.
- Clearly state the degree of commitment of individuals proposed as Key Personnel as well as the Offeror's commitment to employ or promote the person including letters of intent. This letter of intent shall include the salary to be accepted if the individual is employed under this contract.
- Resumes and commitment letters for Key Personnel including education, summary of total experience, summary of relevant experience in similar work, and other applicable experience (see L.5(a) for page limitations).
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

4. Phase-in Plan The Offeror shall describe its phase-in plan, including approach and rationale for the following:

- Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and rationale.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.) and process for providing benefits information and support during phase-in.
- If the Offeror currently employs and / or plans to employ non-US citizens who will be on-site personnel, explain how the foreign national access requirements of NASA Ames Research Center will impact the Phase-In activities as badging may take up to 180 days for clearance. Also demonstrate an understanding of what non-citizens will be tasked to do and what restrictions will be faced.
- Identification of Phase-In risk areas and recommend approaches to minimize the probability and impact of those risks.

5. Total Compensation Plan

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

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Identify salary ranges and fringe benefits proposed for 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 two charts: (1) containing the average of fringe benefit information for all the exempt labor categories; and (2) containing the average of fringe benefit information for all the non-exempt labor categories are located in the Cost 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, education/training, 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).

6. 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, paragraph H.10 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

B. Technical Understanding – (Subfactor)

The Offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- The Offeror's proposal shall be complete, balanced, consistent, and shall clearly demonstrate an understanding of all the requirements as described in Sections 2.1, 2.2, 3.1 and 3.2 of the SOW and their interrelationships. The Offeror shall address how the broad spectrum of technical areas of the SOW will be performed in a coherent, integrated manner that will meet each of the requirements in the following areas:
 - Aerospace systems analysis tools development and application
 - Aerospace vehicle and system design, analysis and optimization
 - Computational Fluid Dynamics (CFD) tools development and application
 - High fidelity modeling and simulation of aerospace vehicles and systems
 - Development of improved physical models
 - Integrated multidisciplinary design and analysis framework development
 - Risk analysis methods development and application to aerospace systems
 - Geometry and Grid generation tool development
 - Planetary and Earth Science modeling
 - Modeling and simulation of "green" technology applications
 - Optimization and mission decision support tools and analysis
 - Computational chemistry, computational biology, and computational material science
- The Offeror shall describe its approach to staying abreast of innovative technologies and adopting them where appropriate.

- The Offeror shall identify potential technical risks to the successful fulfillment of the requirements as described in Sections 2.1, 2.2, 3.1 and 3.2 of the SOW and recommend approaches to minimize the probability and impact of those risks.

C. Safety and Health – (Subfactor).

The Offeror shall submit a detailed written safety and health plan. Safety items to be covered in the plan can be found in NPR 8715.3C and APR 1700.1, and shall include, at a minimum, those listed below:

- (1) Statement of the 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:
 - (i) 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. Include, methods and techniques the contractor will use to systematically identify the hazards within the workplace for the duration of the contract.
 - (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - (vi) Method of making sure that emergency plans and procedures are current and sufficient.
 - (vii) Method for reporting and investigating accidents and incidents (mishaps).
- (4) Approach to supporting the Government in meeting safety goals.

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

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

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

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

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

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

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

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

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

Past performance information may also be obtained through the NASA Past Performance 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.

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

A. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, corporate management responsiveness, and other information shall be supplied by the Offeror and major

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

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

- Compliance with technical, schedule and cost requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Ability to resolve unexpected problems in a timely, effective manner
- Accomplishment of task objectives without constant, direct customer oversight

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:

- Management of both small and large tasks as well as the simultaneous management of a large number of varied tasks.
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints.
- Subcontract management.
- Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives and experience in filling vacancies, if any.
- Stability and performance of contractor workforce.
- Changes made to any lines of authority during the contract and their impact to contract performance.
- Management performance problems encountered and their resolution.
- Management of phase-in period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for key personnel, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.

3. Corporate Management Responsiveness. The goal of this area is to obtain information regarding the Offeror's and major subcontractors' relevant corporate past performance, and the relationship of the Offeror to any entities within its 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 corporate management to contract problems.

- Extent of corporate management involvement in the operation of the contract.
- Qualifications and effectiveness of on-site contract management.
- Increases in direct and indirect rates from original proposal, and their impact on overall cost performance.

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

- For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee results by evaluation period.
- Describe any serious performance problems, termination for default, environmental violations or safety violations cited.

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

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.

2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than six (6) relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past three (3) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above. The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to proposal due date.

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

(c) Cost/Price Proposal (Volume III).

Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror. Cost proposals shall include the following information for the Offeror

as well as any subcontract valued at \$1M or more. The proposed costs will be used for evaluation purposes based on the Government's estimated pricing model staffing plan (labor categories and labor hours) included as Attachment J.1(b)9. This will provide the government with a standard cost model to be used to compare proposals. The cost model is for evaluation purposes and the actual number of labor hours needed in the various labor categories will be determined upon negotiation of individual task orders. If certification of cost or pricing data is required in accordance with Federal Acquisition Regulation 15.403, the successful Offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in FAR 15.406-2 prior to the execution of any contract to be awarded as a result of this solicitation.

In accordance with 16.301- 3(a)(1), award of a Cost Reimbursement contract requires that the contractor's accounting system is adequate for determining costs applicable to the contract. Although the proposal is not required to be cost certified, the Offeror's proposal shall be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

The required format for other than cost or pricing data is for evaluation purposes. Additionally, rates contained in Attachment J.1(b)3 Direct Labor Rates, Fringe Rates, Indirect Rates, Fixed Fee, and Ceiling Rate Matrices will be incorporated by reference into any resultant contract as Attachment J.1(a)7. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures provided with rationale for the format adjustments.

Attachment J.1(b)9 contains the Government's estimated hours for all the non-management direct labor, (i.e. labor other than program management) with position descriptions/categories for this effort. The estimated non-management hours are provided for evaluation purposes **only** and are not to be construed and/or interpreted as the number of hours that will be ordered under this Indefinite Delivery/Indefinite Quantity contract. Offerors are required to add their own unique program management staff positions and associated hours to manage this effort as part of their cost proposal.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

The Offeror and **all** subcontractors and/or teaming partners, regardless of dollar value, shall be included in **Exhibits 2A and 2B** and shall complete and submit **Exhibits 3A and 3B**. For significant subcontracts expected to exceed \$1M, the proposed significant subcontractor and/or teaming partner shall provide Cost **Exhibits 3A and 3B through Exhibit 8** and supporting information that is requested from the Offeror. Prospective subcontractors and/or teaming partners may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD or USB stick as instructed in L.4(b) above. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount

proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

An annual rate of **3.0%** recommended by NASA Headquarters should be used for labor escalation. Rationale and justification is required for proposing an escalation rate other than the recommended rate.

For purposes of proposal submissions, an **annual value of \$125,000.00 for Other Direct Costs (ODCs)** which only reflects material/supplies (not including major subcontracts), travel, and training is provided for use in the Offeror's cost model. This represents the Government's current best estimate of contract requirements and is exclusive of any indirect expenses. 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.

Offerors shall use the formats of the Cost Exhibits described below and shown in Section J.1(b)3. Sufficient detail should be provided to support and explain all costs proposed.

Exhibits 1A and 1B: **Exhibit 1A** is a summary of the total proposed cost for all contract years using indirect expense **bid** rates and **Exhibit 1B** is a summary of the total proposed cost for all contract years using indirect expense **ceiling** rates. The source of costs per contract year is **Exhibit 2A** for **Exhibit 1A** and **Exhibit 2B** for **Exhibit 1B**. Both exhibits shall also identify as a separate amount, any phase-in costs associated with the phase-in period and transition from the current contract requirements and staffing levels to those anticipated to fulfill the requirements of this RFP. They should include the cost of administration, relocation, employee sign-on, training, retraining, and any other costs associated with the phase-in/phase-out plan. Phase-in costs shall be fully explained and related to the phase-in/phase-out plan included in the Offeror's Mission Suitability Proposal. Phase-in shall start on the effective date of the contract.

(a) The Offeror shall complete **Exhibits 2A and 2B**, for each Contract Year, including **all subcontractors and teaming partners, regardless of dollar value, expected to perform under the subject contract**. The Offeror shall complete these exhibits in accordance with the following instructions and then provide a summary of the total proposed cost in **Exhibit 1A (Bid Rates)** and **Exhibit 1B (Ceiling Rates)**.

- At the top of **Exhibits 2A and 2B**, the Offeror shall insert its loadings (**bid indirect expense rate(s)** and/or fee(s) in **Exhibit 2A** and **ceiling indirect expense rate(s)** and/or fee(s) in **Exhibit 2B**) that will be applied to the subcontractor(s) or teaming partner(s) burdened labor rates in accordance with its approved accounting system. Specify the element of cost (e.g., material handling and/or G&A and/or maximum incentive fee) and the proposed contract year rate for each element of cost (indirect expense rates must match the respective contract year indirect expense rates in **Exhibits 4A and 4B**).
- In **Exhibits 2A and 2B**, the Offeror shall insert its burdened labor rates and/or subcontractor or teaming partner burdened labor rate(s) for **each** direct labor category. These burdened rates must match the burdened labor rates in **Exhibits 3A and 3B** from the Offeror and all subcontractors and teaming partners. The Offeror may modify **Exhibits 2A and 2B** to delete or add additional subcontractor columns,

if necessary.

- Using the respective Offeror loadings specified at the top of **Exhibits 2A and 2B**, the Offeror shall calculate and insert the subcontractor's "burdened labor rate w/prime loading" rates for each subcontractor's or teaming partner's direct labor category. For example, if the subcontractor's burdened labor rate is \$100 and the Offeror's bid loadings are G&A at 10% and award fee at 8%, the Subcontractor's burdened labor rate with Offeror's loading rate(s) will be \$118.80 $[(\$100 * 1.10) * 1.08]$.
- For each direct labor category in **Exhibits 2A and 2B**, the **Offeror shall insert the percentage of anticipated effort to be performed by itself and/or each subcontractor or teaming partner**. The percentages proposed for each labor category in **Exhibits 2A and 2B** must be the same--only the rates will differ (bid versus ceiling indirect rates). The Offeror plus all subcontractors and/or teaming partners "Percent of effort" **must** total 100% for **each** direct labor category.
- The Offeror shall then add the results from multiplying the respective percent of effort against the Offeror's burdened labor rate and each subcontractor's burdened labor rate with Offeror's loading rate(s) to derive the total composite burdened labor rate for **each and every** direct labor category in **Exhibits 2A and 2B**.
- The total composite burdened labor rates in **Exhibits 2A and 2B** for **each non-program management labor category** shall be multiplied against the respective Government estimated direct labor hours set forth in **Attachment J.1(b)9a** to derive the total burdened labor cost. The percent of effort **must total 100%** for each and every direct labor category in **Exhibits 2A and 2B**. In addition, the Government estimated direct labor hours provided for each non-program management labor category in **Attachment 1(b)9a** shall **not** be changed.
- Likewise, the total composite burdened labor rates in **Exhibits 2A and 2B** for program management labor categories shall be multiplied against the labor hours estimated for this effort by the Offeror and/or subcontractor/teaming partner. The amount of program management effort (categories, hours) proposed in **Exhibits 2A and 2B** shall be the same--only the rates will differ (bid versus ceiling indirect rates).
- The Offeror shall then complete **Exhibits 2A and 2B**, by including all non-labor costs (e.g., materials/supplies, travel/training) and also the applicable indirect expenses and maximum incentive fee using only the Offeror's proposed rates.

(b) The Offeror and **all** subcontractors and/or teaming partners (regardless of dollar value) included in **Exhibits 2A and 2B** shall complete **Exhibits 3A and 3B**. These exhibits disclose the base (unburdened) labor rates proposed for each direct labor category and the indirect expense rates and fixed fee used to compute the burdened labor rates used in **Exhibits 2A and 2B**. The only difference between the two exhibits is that bid indirect expense rates are used for **Exhibit 3A** and ceiling indirect expense rates are used for **Exhibit 3B**. If the Offeror's and/or subcontractor's/teaming partner's accounting system provides for more than one fringe benefits rate and/or more than one overhead rate, the applicable indirect expense rates used to compute the burdened labor rates should be shown for each direct labor category. On the other hand, if the same indirect expense rates apply to all of the labor categories, the rates need only be shown for the first labor category identified in each of the exhibits. Also, if it is your normal

accounting practice to include fringe benefits with overhead, leave the fringe benefits columns blank and explain with a footnote. In addition, the allocation base for each indirect expense rate should be shown at the bottom of the exhibits. The format to be used for these exhibits is shown in the **Exhibit 3A/3B SAMPLE**.

(c) **Exhibits 4A and 4B: Summary of Indirect Expense Rates**. These exhibits reflect the fringe benefits, overhead and G&A rates by contract year and Offeror's fiscal year. Material overhead rates and any other burden rates should be shown separately. **Exhibit 4A** is for identification of the **bid** indirect expense rates and **Exhibit 4B** is for identification of the **ceiling** indirect expense rates. The exhibits summarize the Offeror's fiscal year rates from **Exhibits 5A, 5B and 5C** for fringe benefits, overhead and G&A, respectively. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-08), and show the Offeror's applicable accounting periods for the various contract years.

(d) **Exhibits 5A, 5B, and 5C**. These three exhibits are similar in nature. For each exhibit, the Offeror is to show, by fiscal year, each item of expense included in fringe benefits (**Exhibit 5A**), overhead (**Exhibit 5B**) and G&A (**Exhibit 5C**) that comprises its proposed **bid** indirect expense rates. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. If more than one rate is proposed for fringe benefits and/or overhead, separate **Exhibits 5A and 5B** should be provided. The base of allocation and the amount of the base should be provided on each exhibit. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the date when the rates were developed.

(e) **Exhibits 6A, 6B, and 6C**. These three exhibits are the same as Exhibits 5A, 5B, and 5C with the exception that they identify the Offeror's **ceiling** rates for indirect expenses. An explanation should be provided on how the ceiling rates differ from the bid rates.

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

(g) **Exhibit 8: Proposed Staffing Requirement**.

(i). This exhibit shows how the Offeror plans to obtain the required personnel for the first year of contract performance by identifying the number of personnel to be obtained (1) from within the company, (2) from the current incumbent(s), and (3) through new hires. For personnel to be obtained from within the company, provide current and proposed labor rates accompanied by an explanation of how the proposed rate was determined. For personnel to be obtained from the current incumbent(s) or through new hires, identify the source of the proposed labor rates.

(ii). Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of

premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

(h) **Exhibit 9:** This exhibit summarizes the proposed subcontract and teaming partner activity. In addition to identifying **all** subcontractors and teaming partners, information should be provided on how the cost for each was estimated, and the type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.). For any significant subcontractor and/or teaming partner that has a potential estimated cost in excess of the \$1M threshold, the subcontractor/teaming partner shall provide cost **Exhibits 3A and 3B** through **Exhibit 8** and supporting information that is requested from the Offeror.

(i) **Facilities Capital Cost of Money.** If an amount for Facilities Capital Cost of Money is proposed by the Offeror, it must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) and inserted in **Exhibits 1A and 1B**. NOTE: When facilities capital cost of money is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit/fee. In addition, a reduction in the profit/fee objective will be made in the amount equal to the facilities capital cost of money allowed or one percent of the cost base, whichever is less. (See NFS 1815.404-471-5(a)).

(END OF PROVISION)

**L.8. LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81)(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 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

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

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

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

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range.

The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Committee (SEC) 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 Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

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

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

Overall, the Government will evaluate Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the technical 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.

(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 SEC's evaluation shall clearly document each Offeror's relevant past performance (e.g., currency/recency, size, content and complexity) to assess the Offeror's overall confidence rating assigned. The past performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

<p>Very High Level of Confidence</p>	<p>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.)</p>
<p>High Level of Confidence</p>	<p>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.)</p>
<p>Moderate Level of Confidence</p>	<p>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.)</p>
<p>Low Level of Confidence</p>	<p>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.)</p>

<p>Very Low Level of Confidence</p>	<p>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.)</p>
<p>Neutral/Unknown Confidence</p>	<p>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)].</p>

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

(c) Mission Suitability Factor (Volume I).

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

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

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Management Approach	1	Organizational Structure/Partnering Approach	Written
		2	Technical and Business Management of Contract Task Orders (CTOs)	Written
		3	Staffing, Recruitment, Retention and Training	Written
		4	Phase-In Plan	Written
		5	Total Compensation Plan	Written
		6	Organizational Conflicts of Interest Avoidance Plan	Written
B	Technical Understanding			Written
C	Safety and Health Plan			Written

A. Management Approach This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure/Partnering Approach The Government will evaluate for reasonableness, effectiveness, and efficiency of the Offeror's organizational structure, partnering approach and rationale for the following:

- Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW, including the description and diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Authority and responsibility vested in key personnel and technical-task managers and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the proposed approach for managing these arrangements to assure that the government receives a quality product or service.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

2. Technical and Business Management of Contract Task Orders (CTOs)

The Government will evaluate for appropriateness, effectiveness, adequacy, and comprehensiveness of the Offeror's process for responding to and completing task orders including:

- Planning, tracking, reporting on and controlling individual task orders, including processes to assure the quality of technical products.
- Processes to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner, including identification and correction of task performance problems.
- Proposed approach to staffing multiple task orders competing for limited common workforce and skill sets.

- Identification of task performance risk areas and description of recommended approaches to minimize the probability and impact of those risks.

3. Staffing, Recruitment, Retention and Training The Government will evaluate for completeness, appropriateness, reasonableness, effectiveness, and efficiency of the Offeror's staffing and recruitment approach and rationale including:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work.
- Proposed approach for responding to changing skill sets requirements.
- Recruitment plans, methods, sources of personnel, employee retention rate, employee retention plans and plans for internal training, mentoring, and career development.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
- Proposed Key Positions and the basis, including authority and responsibilities, for designating these positions as Key, individuals assigned to these Key Positions and the percentage of their time allocated to this contract.
- The degree of commitment of individuals proposed as Key Personnel as well as the Offeror's commitment to employ or promote the person including letters of intent, including salary to be accepted if the individual is employed under this contract.
- Resumes and commitment letters for Key Personnel including education, summary of total experience, summary of relevant experience in similar work, and other applicable experience (see L.5(a) for page limitations).
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

4. Phase-in Plan The Government will evaluate for completeness, reasonableness, effectiveness, and efficiency the Offeror's phase-in plan, including approach and rationale for the following:

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

- If required to employ non-US Citizens, the plan to meet foreign national access requirements of NASA Ames Research Center and description of what non-citizens will be tasked to do and what restrictions will be faced.
- Identification of Phase-In risk areas and recommend approaches to minimize the probability and impact of those risks.

5. Total Compensation Plan

The Government will evaluate for complete and comprehensive response the Offeror's Total Compensation Plan for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The plan will be evaluated for:

- The categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- 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, education/training 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.)

6. Organizational Conflict of Interest Avoidance Plan The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan for completeness and comprehensiveness 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 will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.10, Organizational Conflicts of Interest, and Limitation on Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

B. Technical Understanding – (Subfactor). The Government will evaluate the Offeror’s overall understanding of the requirement and technical approach. Paraphrasing, stating that the Offeror understands and will comply with the requirements described in the SOW or statements such as “standard procedures will be employed” or “well known techniques will be used” will not be interpreted as demonstrating understanding or sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

The Government will evaluate Offeror’s proposal for completeness, soundness, technical merit, innovativeness, efficiency, and effectiveness on how well it demonstrates its understanding of the requirements of the SOW and specifically addresses how the work will be accomplished:

The Offeror’s proposal shall be complete, balanced, consistent, and shall clearly demonstrate an understanding of all the requirements as described in Sections 2.1, 2.2, 3.1 and 3.2 of the SOW and their interrelationships. The Offeror shall address how the broad spectrum of technical areas of the SOW will be performed in a coherent, integrated manner that will meet each of the requirements in the following areas:

- Aerospace systems analysis tools development and application
 - Aerospace vehicle and system design, analysis and optimization
 - Computational Fluid Dynamics (CFD) tools development and application
 - High fidelity modeling and simulation of aerospace vehicles and systems
 - Development of improved physical models
 - Integrated multidisciplinary design and analysis framework development
 - Risk analysis methods development and application to aerospace systems
 - Geometry and Grid generation tool development
 - Planetary and Earth Science modeling
 - Modeling and simulation of “green” technology applications
 - Optimization and mission decision support tools and analysis
 - Computational chemistry, computational biology, and computational material science
- Approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW and adopting them where appropriate.
 - Identification of potential technical risks to the successful fulfillment of the requirements as described in Sections 2.1, 2.2, 3.1 and 3.2 of the SOW and recommended approaches to minimize the probability and impact of those risks.

C. Safety and Health Plan – (Subfactor). The Government will evaluate the Offeror’s Safety and Health Plan for completeness and comprehensive response to the management of safety and health hazards that will be expected during this contract in accordance with NPR 8715.3C and APR 1700.1. 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 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:

- (i) 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. Include methods and techniques the contractor will use to systematically identify the hazards within the workplace for the duration of the contract.
 - (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - (v) Controls for special hazards such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - (vii) Method of making sure that emergency plans and procedures are current and sufficient.
 - (viii) Method for reporting and investigating accidents and incidents (mishaps).
- (4) Approach to supporting the Government in meeting its safety goals.

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

(d) Past Performance Factor (Volume II).

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors predecessor companies, key personnel who have relevant experience, subcontractors or an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, corporate management responsiveness and other information.

The explanations and amounts of cost savings or growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.7(b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Management Responsiveness and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. Relevant Technical Performance. The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this

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

- Compliance with technical, schedule and cost requirements
- Contractor flexibility and effectiveness in dealing with changes to technical requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Key personnel performance
- Ability to assess and re-assign staff based on technical performance
- Ability to resolve unexpected problems in a timely, effective manner
- Accomplishment of task objectives without constant, direct customer oversight

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:

- Management of both small and large tasks as well as the simultaneous management of a large number of varied tasks.
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints.
- Subcontract management.
- Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives and experience in filling vacancies, if any.
- Stability and performance of contractor workforce.
- Changes made to any lines of authority during the contract and their impact to contract performance.
- Management performance problems encountered and their resolution.
- Management of phase-in period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for key personnel, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.

3. Corporate Management Responsiveness. The Government will evaluate the Offeror's and major subcontractors' relevant corporate 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' performance in the following areas.

- Responsiveness of corporate management to contract problems.
- Extent of corporate management involvement in the operation of the contract.
- Qualifications and effectiveness of on-site contract management.

- Increases in direct and indirect rates from original proposal, and their impact on overall cost performance.

4. Other Information. The Government will also evaluate the following for all relevant contracts:

- For Award Fee or Incentive Fee Contracts, the rating scale and the fee results by evaluation period.
- Any serious performance problems, termination for default, environmental violations or safety violations cited.

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(e) Cost/Price Factor (Volume III)

The Government will evaluate Offeror's cost/price proposal, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic.

Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost". The terms "proposed and probable cost" are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

The Overall Proposed Contract Cost, including the Government Contract Non-Management Direct Labor and the Offeror Management Costs proposed in Attachment J.1(b)3 will be assessed for reasonableness and cost realism. The results of the assessment described above will be the following:

- A determination of the Probable Cost of the Offeror's proposal, computed by the Government for the basic requirements of the period of performance (excluding the Phase-In Period). The Probable Cost shall be established by the Government's estimate of anticipated performance costs plus total fee proposed. The Government will use proposed ceilings in Attachment J.1(b)3, in determining the total contract probable cost.
- Probable costs will be given a confidence level in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation." The confidence level will be classified as High, Medium, or Low,

The Government will evaluate proposed Phase-in cost for reasonableness and realism.

If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work, including the appropriateness of the Offeror's proposed resources, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism (and, in the case of phase-in costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the Offeror's Mission Suitability score. Evaluation of options shall not obligate the Government to exercise such options.

(END OF PROVISION)

M.3. WEIGHTING AND SCORING

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

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made, adversely affecting the Offeror's Mission Suitability scores, if appropriate, and a level of confidence in the Probable Cost, in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation." The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

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

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

MISSION SUITABILITY	
Subfactors	Assigned Weight
Management Approach Organizational Structure/Partnering Approach Technical and Business Management of Contract Task Orders (CTOs) Staffing, Recruitment, Retention, and Training Phase-in Plan Total Compensation Plan Organizational Conflicts of Interest Avoidance Plan	500
Technical Understanding	400
Safety and Health Plan	100
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]