

INFORMATION TO OFFERORS OR QUOTERS		Solicitation Number: NNA10317283R
OMB Control No.: 2700-0042	Exp. Date: N/A	<input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Negotiated (RFQ)
		<input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (NRA)
Issuing Office:		Point of Contact: NO COLLECT CALLS ACCEPTED
NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-1000		Name: Natalie LeMar Mail Stop: 241-1 Telephone: (650) 604-3005 Fax: (650) 604-3020 Email: Natalie.R.LeMar@nasa.gov
Item(s) to Be Acquired:		
Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly		
This Solicitation Is:		
<input checked="" type="checkbox"/> Unrestricted--Full and Open Competition <input type="checkbox"/> Set-Aside 100% for <input type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition		
<input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302- To:		
<i>Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.</i>		
<input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L.		
Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: http://procure.arc.nasa.gov		
CRITICAL ELEMENTS OF INFORMATION: <i>Your attention is invited to the following:</i>		
<input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here.		
<input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information.		
<input type="checkbox"/> Section L, NFS 1852.215-77. A pre-bid/proposal conference has been scheduled.		
<input type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5.		
<input checked="" type="checkbox"/> Other: See procurement "Highlights of NASA Ames Research Center's Request for Proposal (RFP) for "LADEE Project Integrated S-Band STDN Transponder Component Assembly" document.		
OTHER IMPORTANT INSTRUCTIONS:		
1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation.		
2. You MUST acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation.		
3. IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.		

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)	RATING	PAGE OF PAGES 1 64
2. CONTRACT NO.	3. SOLICITATION NO. NNA10317283R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 05/18/2010	6. REQUISITION/PURCHASE NO. 4200317283
7. ISSUED BY NASA Ames Research Center Attn: Natalie LeMar, M/S 241-1 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 in original and 2 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. 241, Room 261** until **06/21/2010, Noon Local 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 Natalie LeMar	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3005	C. EMAIL ADDRESS Natalie.R.LeMar@nasa.gov
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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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
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

AWARD (To be completed by Government)

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

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

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. SUPPLIES/SERVICES TO BE PROVIDED

The Government will make a determination prior to award if the LADEE 3 Antenna S-Band Communications Subsystem will be procured, or if the LADEE 2 Antenna Variant S-Band Communications Subsystem will be procured.

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work incorporated as Attachment 1, "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly" and the Description/Specifications incorporated as Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification".

1. Item No.	2. Description	3. Qty	4. Unit
01	* LADEE Project Integrated S-Band STDN Transponder Component Assembly set forth in Section F, paragraph F.2(a).	1	Job

* Includes: one (1) Flight Qualifiable Engineering Unit Integrated S-Band STDN Transponder Component assembly and one (1) Flight Unit S-Band STDN Integrated Transponder Component assembly of the selected design.

(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 Statement of Work incorporated as Attachment 1, "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly" and the Description/Specifications incorporated as Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification".

Optional Requirements for LADEE 3 Antenna S-Band Communications Subsystem:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
3.A	Technical Support for Post-Release Interface & RF Compatibility testing set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
3.B	Technical Support for Spacecraft Level, and Observatory Level Integration & Test activities set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
3.C	Additional Qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract

SECTION B

	Engineering Assembly to Flight Qualified Status set forth in Section F, paragraph F.2(b).			
3.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

in Section F, paragraph F.2(b).			
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Optional Requirements for LADEE 2 Antenna Variant S-Band Communications Subsystem:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
2.A	Technical Support for Post-Release Interface & RF Compatibility testing set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
2.B	Technical Support for Spacecraft Level, and Observatory Level Integration & Test activities set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
2.C	Additional qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component Engineering Assembly to Flight Qualified Status set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract
2.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder	Integrated with Item #1 and #2

SECTION B

	Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).		Component Assembly	
2.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

(END OF CLAUSE)

B.2. FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)

BASE PERIOD

The total firm fixed price for Item 01 is \$_____.

OPTION PERIOD 1

The total firm fixed price for Option Period 1 is as follows:

Optional Requirements for LADEE 3 Antenna S-Band Communications Subsystem:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Value</u>
3.A	Technical Support for Post-Release Interface & RF Compatibility testing	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period	\$ TO BE PROPOSED
3.B	Technical Support for Spacecraft Level, and Observatory Level Integration & Test activities.	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period	\$ TO BE PROPOSED
3.C	Additional Qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component Engineering Assembly to	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract	\$ TO BE PROPOSED

SECTION B

	Flight Qualified Status				
3.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
3.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
3.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
3.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
3.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
3.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED

Optional Requirements for LADEE 2 Antenna Variant S-Band Communications Subsystem:

Item	Description	Reference	Quantity	Delivery Date	Value
2.A	Technical Support for Post-Release Interface & RF Compatibility testing	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period	\$ TO BE PROPOSED
2.B	Technical Support for Spacecraft Level, and	SOW Section	1 Lot	Per negotiated test schedule throughout	\$ TO BE PROPOSED

SECTION B

	Observatory Level Integration & Test activities.	4.4		the contract Performance Period	
2.C	Additional qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component Engineering Assembly to Flight Qualified Status	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract	\$ TO BE PROPOSED
2.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
2.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
2.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
2.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
2.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2	\$ TO BE PROPOSED
2.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component	Integrated with Item #1 and #2	\$ TO BE PROPOSED

STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5		Assembly		
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(END OF CLAUSE)

B.3. LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance under this contract is for 12 months from the effective date of the contract.

This contract also includes options for additional items to be ordered, if exercised by the Government. If exercised, the period of performance shall be TBD based on date listed in the SOW.

(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 dated April 19, 2010, entitled "Statement of Work for the Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly ," which is incorporated in Section J, paragraph J.1(a) as Attachment 1, and Specifications dated April 19, 2010, entitled, "Integrated S-Band STDN Transponder Component Performance Specification" which is incorporated in Section J, paragraph J.1(a) as Attachment 2.

(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>
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE (ALT I)(JUL 1985)
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-7	AUG 1996	INSPECTION OF RESEARCH & DEVELOPMENT
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

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)		

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

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

<u> X </u>	Title/Number/Date [SAE AS9100B, Quality Management Systems - Aerospace – Requirements (2004) or better or equivalent]
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(END OF CLAUSE)

E.3. 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)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF CLAUSE)

F.2. PERIOD OF PERFORMANCE

(a) BASE PERIOD (Base Requirement)

The performance of the base period shall be for 12 months from the effective date of the contract.

(b) OPTION PERIOD 1

If exercised, the period of performance shall be TBD based on options exercised and delivery date listed in the SOW.

(END OF CLAUSE)

F.3. DELIVERY SCHEDULE

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

(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."

(END OF CLAUSE)

F.5. PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at the Contractor's Facility, 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>
1852.223-71	DEC 1988	FREQUENCY AUTHORIZATION
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE--LICENSING
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(END OF CLAUSE)

G.2. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)

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

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.3. 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.4. SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

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

NASA Shared Services Center (NSSC)

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

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

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

(c) This contract does does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

The Contractor shall mark copies as follows:

Invoices	Payment Tied to:	Amount
1	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
2	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
3	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
4	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
5	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
6	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
7	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
8	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
9	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
10	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
11	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
12	TBD - ADD DELIVERABLES HERE	Firm Fixed Price \$ Negotiated prior to award
13	Option 1 – if exercised Add deliverable	Firm Fixed Price \$ Negotiated prior to award

(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>)
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2. LIMITATION OF FUNDS (FIXED-PRICE CONTRACT)(NASA 1852.232-77) (MAR 1989)

(a) Of the total price of item 2 or 3 in Section B, paragraph B.1(b), the sum of \$ TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said item/s is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts
Contract Exercise Option 1 Date	\$TBD
TBD	\$TBD

(b) The Contractor agrees to perform or have performed work on the item(s) specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

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

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when

within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

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

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

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

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

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

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

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

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

H.5. INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Price volumes of its proposal, including revision(s), submitted in response to the solicitation entitled "TITLE HERE," are hereby incorporated into this contract by reference.

(END OF CLAUSE)

**H.6. 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. 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.7. 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.8. PATENT RIGHTS

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract 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.9. CONTRACTOR PURCHASING (FIXED PRICE)

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

contract (i.e., non-contract related 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's proposals for contract modifications shall not include costs for labor, material, equipment, or ODCs that are not related to the direct performance of the contract SOW.

(END OF CLAUSE)

H.10. 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.11. HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

- (b) Data specifically used.

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

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

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

(c) Data first produced.

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

(END OF CLAUSE)

H.12. DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE

The Government intends to release software (including documentation) developed under this contract in specified tasks as "Open Source" software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government. Where possible, the developed Open Source software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>

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

(END OF CLAUSE)

**H.13. SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS
(OFFEROR FILL IN)**

(This clause applies to all Offerors including small disadvantaged businesses (SDBs).)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
(TO BE PROPOSED BY OFFEROR)		
Total:		

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce as being underrepresented in accordance with FAR 19.201(b)

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the identification of such subcontractors was evaluated as part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the Offeror are as follows:

Name of Concern(s): (TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed if the replacement contractor is not an SDB concern.

(c) If the prime Offeror is an SDB the target for the work it intends to perform as the prime Contractor is as follows:

*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
(TO BE PROPOSED BY OFFEROR)		

(END OF CLAUSE)

H.14. OPTION FOR INCREASED QUANTITY

The Government will make a determination prior to award if the LADEE 3 Antenna S-Band Communications Subsystem will be procured, or if the LADEE 2 Antenna Variant S-Band Communications Subsystem will be procured.

In accordance with the Option for Increased Quantity--Separately Priced Line Item clause of this contract, the Government may increase the quantity of items as follows:

Optional Requirements for LADEE 3 Antenna S-Band Communications Subsystem:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
3.A	Technical Support for Post-Release Interface &	SOW Section	1 Lot	Per negotiated test schedule throughout

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	RF Compatibility testing set forth in Section F, paragraph F.2(b).	4.4		the contract Performance Period
3.B	Technical Support for Spacecraft Level, and Observatory Level Integration & Test activities set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
3.C	Additional Qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component Engineering Assembly to Flight Qualified Status set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract
3.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

3.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
3.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

Optional Requirements for LADEE 2 Antenna Variant S-Band Communications Subsystem:

<u>Item</u>	<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Delivery Date</u>
2.A	Technical Support for Post-Release Interface & RF Compatibility testing set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
2.B	Technical Support for Spacecraft Level, and Observatory Level Integration & Test activities set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Lot	Per negotiated test schedule throughout the contract Performance Period
2.C	Additional qualification of the Flight Qualifiable Integrated S-Band STDN Transponder Component Engineering Assembly to Flight Qualified Status set forth in Section F, paragraph F.2(b).	SOW Section 4.4	1 Each	Within Twelve (12) months after Award of Contract
2.D	Selection of Single Unswitched DC Power Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.E	Selection of Separate Unswitched & Switched DC Power Interfaces for Integrated S-Band STDN	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

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	Transponder Component Assemblies per Perf. Spec. Sect. 3.3.1.1 set forth in Section F, paragraph F.2(b).			
2.F	Selection of Serial RS-422 w/Syntax Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.G	Selection of Discrete Pulsed Control & Command Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.4 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.H	Selection of Serial RS-422 w/Syntax Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2
2.I	Selection of Discrete Analog & Bi-level Status Telemetry Interface for Integrated S-Band STDN Transponder Component Assemblies per Perf. Spec. Sect. 3.3.5 set forth in Section F, paragraph F.2(b).	SOW Section 4.1	1 Each for each Integrated S-Band STDN Transponder Component Assembly	Integrated with Item #1 and #2

This option may be exercised by the Contracting Officer by written notice to the Contractor within the time period specified in FAR clause 52.217 7, "Option for Increased Quantity--Separately Priced Line Item" 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)
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-10	SEP 2007	REPORTING SUBCONTRACT AWARDS
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS -- NEGOTIATION

<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
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
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
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-7	MAR 1989	OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-25	APR 2008	SMALL DISADVANTEAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 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
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
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
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	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM))
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (DEC 2007)(ALT II) (<i>Insert:</i>

SECTION 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)</i> (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)
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) <i>To Be Completed by Offeror:</i> Insert page # and proposal date in 1 st sentence.
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	OCT 2008	COST ACCOUNTING STANDARDS
52.230-3	OCT 2008	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-2	APR 1984	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION
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
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED PRICE (ALT V) (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	APR 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES

1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

I.2. 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.3. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2008)(DEVIATION)

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

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

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

(b) IT Security Requirements.

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

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls

consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

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

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

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

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

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

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

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

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

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

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

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

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

(c) Physical and Logical Access Requirements.

SECTION I

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

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

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

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

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

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

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

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

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

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

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

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

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

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

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

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

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

(END OF CLAUSE)

I.4. 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 preaward 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.5. 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 "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly"	4/19/2010	55
2	"Integrated S-Band STDN Transponder Component Performance Specification" **	4/19/2010	54
3	Contract Data Requirements List	5/17/2010	6
4	Pricing Exhibit*	TBD	TBD
5	Technical Acceptability Matrix*	TBD	TBD
6	Small Business Subcontracting Plan*	TBD	TBD
7	Safety and Health Plan*	TBD	TBD
8	Small Business Subcontracting Plan Goals	TBD	TBD

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

** ITAR restricted – See provision L.7 of the solicitation for access.

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

Attachment	Title
1	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)
2	Proposal Cover Sheet (JA 038)
3	Cover Letter and Past Performance Questionnaire
4	Pricing Exhibit
5	Technical Acceptability Matrix

(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) (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220 - Radio and Television Broadcasting and Wireless Communications Equipment Manufacturing.

(2) The small business size standard is 750 employees.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

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

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

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

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

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

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

[Contracting Officer check as appropriate.]

___ (i) [52.219-19](#), Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) [52.219-21](#), Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website 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 that apply to this solicitation as indicated in paragraph I of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. FAR Clause # Title Date Change

(END OF PROVISION)

K.2. INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (APR 2010)

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

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

(END OF PROVISION)

K.3. PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS,	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT
CITY, STATE, COUNTY, ZIP CODE)	OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT

(END OF PROVISION)

K.4. AFFIRMATIVE ACTION COMPLIANCE (52.222-25)(APR 1984)

The offeror represents that—

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

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

(END OF PROVISION)

K.5. PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN – CERTIFICATION FAR 52.22520)(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)

[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>
52.204-6	APR 2008	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
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
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.223-73	DEC 2004	SAFETY AND HEALTH PLAN
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 Firm Fixed Price 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, Natalie LeMar at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
 Attn: Natalie LeMar, M/S 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 a binder/s with three separately tabbed 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	1	1
Vol. I, Technical Proposal	L.4(c), L.7(a)	1	2	4
Vol. II, Past Performance Proposal	L.4(d), L.7(b)	1	2	1
Vol. III, Price Proposal	L.4(e), L.7(c)	1	2	2

SECTION L

(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.2, "Firm Fixed Price," for Total Firm Fixed Price.
- A completed Standard Form 3881, *ACH Vendor/Miscellaneous Payment Enrollment Form*.
- A completed response to Section H, the proposal number to complete Clause H.5, "Incorporation of the Contractor's Proposal;" and completion of Clause H.13, "Small Disadvantaged Business Participation – Contract Targets".
- 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) Address and forward the proposal package in accordance with the instructions specified on SF 33 Block 9. All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time in Block 9 of the SF33.

(4) The pages of the proposal shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each separately tabbed 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 tabbed 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.

(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 tabbed 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) The following factors will be used to evaluate offers:

- (1) Technical Acceptability
- (2) Predefined Qualitative (Value) Characteristics
- (3) Quality Assurance Plan
- (4) Small Business Utilization
- (5) Past Performance
- (6) Price

The Statement of Work incorporated as Attachment 1, "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly" defines the work to be performed for Contractor design, development, cost estimation, fabrication, qualification, and delivery of a low cost, low mass, low power, high performance, single string, Integrated S-Band STDN Transponder Component assembly with specific modifications necessary to provide the core active component assembly of the LADEE S-Band STDN communication subsystem supporting the LADEE mission as defined in Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification". The Statement of Work covers the three antenna version, as well as, a two antenna, simplified, variant of the design. Only one version of the design will be selected for procurement award. Two contingent offers are being requested because the decision for the three vs, two antenna approach cannot be finalized until after Preliminary Design Review (PDR) in July 2010, that must include some of the specific solicitation technical performance parameters in the final design selection process, however, this RFP is being released now in the effort to promote competition and make LADEE mission launch dates. The specific differences inherent in the 3 and 2 antenna versions are described in the Performance Specification in both words and images.

Technical Proposal (Volume I). Technical information shall be included in the Technical Proposal and includes the factors of Technical Acceptability, Predefined Qualitative (Value) Characteristics, Quality Assurance Plan, and Small Business Utilization as outlined below. No price data shall be included except for a schedule of wages, salaries and benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the evaluation team 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 Technical proposal shall contain 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.

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.

SECTION L

Price Proposal (Volume III). 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 — Technical Proposal (includes Attachments J.1(b) 5 Technical Acceptability Matrix)	50
A. Quality Assurance Plan	No limit
B. Small Business Utilization	No limit
Volume II — Past Performance Proposal	10 ²
Volume III — Price Proposal (includes Attachments J.1(b) 4 Pricing Exhibit – Evaluation Template)	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 10 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages (example: 8 1/2" x 14" page counts as two 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 10 point.

(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 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.

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

(e) Pages and slides 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. PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

This procurement shall be conducted utilizing a combination of technically acceptable and tradeoff of predefined qualitative (value) characteristics; quality assurance plan; small business utilization; past performance; and price.

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

¹ No limit to length of past performance questionnaire responses.

Based on FAR 52.215-1(f), the Government seeks to select an offeror whose proposal represents the best value after evaluation. The Government’s requirements are stated as a baseline requirement. Predefined qualitative (value) characteristics beyond the baseline will serve as the discriminators among offers.

All offers will be evaluated against the Statement of Work incorporated as Attachment 1, “Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly” and the Description/Specifications incorporated as Attachment 2, “Integrated S-Band STDN Transponder Component Performance Specification” included in this solicitation and the qualitative characteristics.

An initial review will be conducted to determine acceptability of the proposals. All unacceptable proposals (as defined below) may be eliminated from further evaluation. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions. Offerors may be contacted only for clarification purposes; or (2) after discussions with all finalists, afford each offeror an opportunity to revise its offer, and then make selection. Technical acceptability, tradeoff process, predefined qualitative (value) characteristics, past performance, quality assurance plan, and small business utilization are discussed in detail below.

Proposals shall be submitted in a format that follows the format of the factors. Only information pertinent to the factors shall be submitted in the Offeror’s proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

1. Technical Acceptability The Statement of Work incorporated as Attachment 1, “Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly” and the Description/Specifications incorporated as Attachment 2, “Integrated S-Band STDN Transponder Component Performance Specification” included in this solicitation serves as the Government’s baseline requirement. The proposal must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The technical acceptability will be rated based on a met/unmet basis, with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U).

Offeror’s are instructed to fill out Attachment J.1(b)5 Technical Acceptability Matrix in its entirety to address each individual performance specification. Column C of Attachment J.1(b)5, *Minimum Value Characteristics (Met or Unmet)*, shall be addressed for each individual performance specification. Column D of Attachment J.1(b)5 *Specific Parameter Value(s)/Comments supporting the Vendor Acceptability* shall be addressed for each individual performance specification. In the event a performance specification is listed as unmet in Column C, either Column F or G of Attachment J.1(b)5 shall be checked by the Offeror and Column H shall be filled in to provide the correction mechanism, clarification question request, and/or comment for further explanation.

The Government baseline requirements listed in the following table must be met with a rating of Acceptable in order to be considered technically acceptable:

Government Baseline Requirement	The following must be met with a rating of Acceptable:
Operational Modes	The Integrated Transponder shall accept an S-Band uplink signal and shall transmit an S-Band downlink signal. It shall perform these functions and other command, control, telemetry, data encoding, and coherent and non-coherent ranging functions in a manner consistent and compatible with the description and intent contained in Attachment 2, Integrated S-Band STDN Transponder Component Performance Specification, Section 3.1.

Performance Period	The Integrated S-Band STDN Transponder Component assembly, and related deliverables, should be able to be manufactured, qualified, and delivered within the performance period of 12 months following contract award. However, in no event shall the performance period exceed 14 months following contract award.
Power Consumption	Total Integrated S-Band STDN Transponder Component power consumption in receive only mode, over the entire operating voltage range shall not exceed 6 Watts. Total Integrated Transponder power consumption in transmit mode, over the operating voltage range shall not exceed 42 Watts.
Mass	Total as delivered system mass shall be less than or equal to 5.0 Kg.
Envelope	The Integrated Transponder component assembly, including all component elements, mechanical spacecraft mounting interface, external interconnection cabling between elements, and suitable clearances for mating connectors and cabling, shall occupy the smallest surface area and volume possible, however, no greater than: Height: 16.8 cm (7.0 inches) Width: 26.4 cm (11.0 inches) Length: 20.4 cm (8.5 inches)

One or more performance specifications may be rated as unmet and still be considered Acceptable if the correction mechanism, impact on overall performance values, and/or supporting comment provides sufficient justification to merit technical acceptability. For example: With reference to RF Power Output and Radio Frequency (RF) passive component Insertion Losses. RF passive components for integration will be selected based on representative characteristics provided in the Performance Specification. Should the Insertion Loss parameter of one or more selected RF passive components not meet the minimum representative value(s) cited for Insertion Loss, as long as the overall impact from the unmet Insertion Loss value(s) do not adversely impact the related RF Power Output value(s) required in compensating for the additional Insertion Loss(es), or, exceed the maximum DC Power Consumption limit specified for the system, the unmet Insertion Loss performance value(s) could be considered Acceptable.

2. Predefined Qualitative (Value) Characteristics The Statement of Work incorporated as Attachment 1, “Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly” and the Description/Specifications incorporated as Attachment 2, “Integrated S-Band STDN Transponder Component Performance Specification” of the RFP serves as the Government’s baseline (minimum Government needs) requirements. Qualitative (value) characteristics establish what the Government considers to be valuable in an offer. All offers will be judged against the qualitative (value) characteristics. Adequate information should be submitted to permit proper evaluation. The value characteristics are listed in Attachment J.1 (b) 5 Technical Acceptability Matrix.

Innovation and efficiency in materials selection and application, as well as, in design and engineering is invited to achieve a fully compliant deliverable with the greatest efficiency for technical performance, reliability, mass, power, and thermal load in the smallest dimension, surface area, volume, price, and schedule. Such innovations and efficiencies shall be represented in the Technical proposal in addition to the 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.

3. Quality Assurance Plan

As covered in SOW Section 7.0, the contractor shall complete a Quality Assurance (QA) Plan and implement a Quality Management System that meets the intent of the requirements of SAE AS9100B,

Quality Management Systems - Aerospace – Requirements (2004), better or equivalent. The QA manual/plan shall identify the supplier’s management, policies, standard practices, job instructions, and work instructions. The manual shall describe requirements for quality, including failure reporting, throughout all areas of contract performance, including fabrication, processing, assembly, inspection, test, packaging, storage, and shipping. The manual shall detail the complete flow of material from receipt to final shipment and may include flowcharts if available. If workmanship standards and/or manufacturing process differences exist between flight and non-flight hardware, the Quality Manual shall clearly identify these differences.

4. Small Business Utilization

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

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

The instructions regarding SDB participation apply to all Offerors.

(a) Small Business Subcontracting

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

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

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

Total Small Business Goal	8%
Small Businesses (SB)	4%
Small Disadvantaged Business Concerns (SDB)(Includes SDB’s in represented and under-represented areas*	3%
Veteran-Owned Small Business Concerns (VOSB)	0.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	0.5%

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

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

their approach to include timeline for meeting these goals and the rationale for it.

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

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J1a-6 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall complete Attachment J.1(a) 8, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the entire contract requirement, basic and all options combined.

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

	Column A	Column B	Column C
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<p><i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i></p>			
Subcategories of Small Business Concerns			

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

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

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

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

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

(b) Commitment to the Small Business Program

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

(2) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(c) Small Disadvantage Business (SBD) Participation:

Small Disadvantaged Business Participation – Contract Targets:

After completing an independent assessment of the opportunities available for subcontracting with small disadvantaged firms in under-represented areas, Offerors shall propose a target for SDB participation by completing the Section H clause at H.13, Small Disadvantaged Business Participation – Contract Targets, to include identification of SDB subcontractors and associated NAICS Industry Subsectors. The target for SDB participation in clause H.13 shall be expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined). The targets shall only include subcontracts with SDB concerns in those industries designated by the Department of Commerce as under-represented areas by NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination at <https://www.acquisition.gov/references/sdbadjustments.htm>. If the Offeror is an SDB, it shall provide with its offer a target for the work that it intends to perform. Like other Offerors, an SDB prime should provide a target for the work intended to be performed by a first tier subcontractor in the authorized subsectors.

(2) Guidance for completing the tables in Section H.13 (a) and (c): The Department of Commerce determination uses Standard Industry Codes (SIC) instead of NAICS. Offerors may use the following steps to convert SIC to NAICS, and to complete Section H.13.

- a. Using the website below, identify the applicable 6-digit 2007 NAICS Code, **and** the corresponding 6-digit 2002 NAICS Code, for the work that is to be subcontracted to a small disadvantaged business. The 2007 and 2002 Codes may or may not be the same as one another.

<http://www.census.gov/cgi-bin/sssd/naics/naicsrch?chart=2007>

- b. Using the website listed below, convert the corresponding **2002** NAICS code to the corresponding 1987 Standard Industry Code (SIC).

<http://www.census.gov/epcd/naics02/N02TOS87.HTM>

- c. Using the website listed below, determine if the corresponding 1987 SIC is under-represented. If the “SIC Major Group” (e.g., the first two digits of the corresponding 1987 SIC) is listed on the website below, that SIC Major Group, and the corresponding 2002/2007 NAICS codes, are considered to be under-represented.

<https://www.acquisition.gov/references/sdbadjustments.htm>

- d. List the applicable under-represented **2007** NAICS code(s) in the “NAICS Industry Subsectors” column in the applicable table in Section H.13, along with the data required by the remaining columns in the table.

5. Past Performance Proposal (Tab as Volume II) The goal of this factor is to obtain information regarding the Offeror and major subcontractors’ relevant past performance specifically in the areas of technical performance, and contract management. “Major subcontractors,” for purposes of this solicitation, is defined as subcontracting dollars of \$500,000. “Offeror” and “major subcontractor,” for purposes of this solicitation includes predecessor companies.

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

(A) **A list of not more than two relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently on-going, involving types of related effort.** These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving

subcontracting to another company that may have a prime contract with some area of the government are acceptable.

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

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

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

1. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, and other information shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (5)(A)). The Offeror shall provide the other information described below.

a. 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 and schedule requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Ability to resolve unexpected problems in a timely, effective manner

b. 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:

- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to price and schedule constraints
- Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives
- Ability to meet applicable goals for small business participation under contracts that required subcontracting plans

Reference Information. 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 following is submitted directly to the Government 10 days prior to the proposal due date via email to Natalie.R.LeMar@nasa.gov:

1. A list of contracts from whom Offerors have requested past performance information.
2. The customers' questionnaires.

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 two relevant contracts (government and/or industry contracts), each in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from the (5) Past Performance Proposal (Volume II) (A) 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.

6. Price Proposal (Tab as Volume III).

The offeror shall complete Attachment J.1(b)4 Pricing Exhibit – Evaluation Template in its entirety. The offeror shall complete clauses B.2 and H.14 in the attached model contract in its entirety. Failure to properly complete Attachment J.1(b) 4 Pricing Exhibit – Evaluation Template and B.2 and H.14 clauses may result in the Offeror's proposal deemed non-responsive and removed from further consideration.

J.1(b) 4 Pricing Exhibit – Evaluation Template Instructions:

1. The **Summary Template (ST)** is a roll up total of the LADEE 3 Antenna S-Band Communications Subsystem and LADEE 2 Antenna Variant S-Band Communications Subsystem. One (1) roll up total shall be completed for the LADEE 3 Antenna S-Band Communications Subsystem and one (1) separate roll up total shall be completed for the LADEE 2 Antenna Variant S-Band Communications Subsystem.
2. **Major Subcontractor Price Summary Template (SPST):**
A separate Subcontractor Price Summary Template is required of each major subcontractor. A major subcontractor is defined as any subcontract valued at \$500K or more. This template serves as a summary of the proposed labor hours, price, and profit by contract year. A reference column has been provided on the templates for the offeror to use to identify the supporting data for each cost element. The detailed data shall be clearly displayed so that the Government may understand the price development and computations. One (1) SPST template shall be completed for the LADEE 3 Antenna S-Band Communications Subsystem and one (1) separate template shall be completed for the LADEE 2 Antenna Variant S-Band Communications Subsystem.
3. **Prime Price Summary Template (PPST):**
This template serves as a summary of the proposed labor hours, cost, and profit by contract period and is required of the prime only. A reference column has been provided on the templates for the offeror to use to identify the supporting data for each cost element. The detailed data shall be clearly displayed so that the Government may understand the price development and computations. One (1) PPST template shall be completed for the LADEE 3 Antenna S-Band Communications Subsystem and one (1) separate template shall be completed for the LADEE 2 Antenna Variant S-Band Communications Subsystem.
4. **Technical Resources Summary Template (TRST):**

SECTION L

This template is required from the prime and summarizes all proposed labor resources for the total performance period of this effort. The TRST shall include the prime, major subcontractor, and minor subcontractor hours. The offeror shall input their proposed skills (labor classifications) in the column entitled "Labor".

Offerors shall include all proposed labor resources necessary to accomplish the requirements. These resources shall be an accumulation of all the resources justified in narrative form in the offeror's Basis of Estimate (BOE) which should accompany and reconcile to this template. Ensure that the narrative BOE provides adequate rationale for the proposed quantity and types of hours proposed in each of the SOW areas. Provide a summary BOE that addresses any assumptions made regarding shared resources between SOW areas and addresses any efficiencies proposed. Provide your pricing methodology used to develop the estimates such as historical purchases, vendor quotes, parametric, etc. for each of the functional areas. Include any assumptions made in developing the estimate and ensure that any resulting risks are identified and addressed appropriately.

5. The **Technical Resources Template (TRT)** is similar to the TRST but required a lower level of resources data. The areas identified as requiring further insight into are list in several tabs on the spreadsheet. These SOW areas include: 3.0 and 7.0 and drill down to the second level (ie. 3.1, 3.2, etc). All other areas only require resources at the first level (ie. 2.0, 4.0, 5.0, etc).

(END OF PROVISION)

L.7. LADEE PROJECT INTEGRATED S-BAND STDN TRANSPONDER COMPONENT ASSEMBLY DESIGN LIBRARY

A library has been developed containing applicable documents, guidance documents, informational documents and relevant reports, including Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification". These documents may be useful in proposal preparation. The point of contact for the library is:

Natalie LeMar
 NASA Ames Research Center
 M/S 241-1
 Moffett Field, CA 94035-1000

To access the library, please send an email request to natalie.r.lemar@nasa.gov including the individual's name, email address, company name and address, address of the company's headquarters, phone number and US citizenship status.

(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>
52.217-4	JUN 1988	EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD

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 Government will award a contract resulting from this solicitation to the Offer whose proposal represents the best value after evaluation. This procurement shall be conducted utilizing a combination of technically acceptable baseline requirements and a tradeoff of predefined qualitative (value) characteristics; past performance; quality assurance plan; small business utilization and price.

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work incorporated as Attachment 1, "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly" and the Description/Specifications incorporated as Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification" included in this solicitation.

Based on FAR 52.215-1(f), the Government seeks to select an offeror whose proposal represents the best value after evaluation. The Government's requirements are stated as a baseline requirement. Predefined qualitative (value) characteristics beyond the baseline will serve as the discriminators among offers. All offers will be evaluated against the specifications and statement of work of the RFP and the qualitative characteristics.

(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) Proposals will be evaluated in accordance with the simplified process prescribed in this RFP based on FAR 52.215-1(f) and pertinent sections 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) Findings will be presented 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.** The following factors shall be used to evaluate offers:

- (1) Technical Acceptability
- (2) Predefined Qualitative (Value) Characteristics
- (3) Quality Assurance Plan
- (4) Small Business Utilization
- (5) Past Performance
- (6) Price

The Statement of Work covers the three antenna version, as well as, a two antenna, simplified, variant of the design. Only one version of the design will be selected for procurement award. However, two contingent offers are being requested. **If your proposed approach differs under any evaluation factor due to the unique nature of the three antenna version versus the two antenna, simplified variant of the design, that difference must be included in the proposal. Each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint for each of the contingent offers being requested.**

A general definition of some of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

1. Technical Acceptability. The Statement of Work incorporated as Attachment 1, "Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly" and the Description/Specifications incorporated as Attachment 2, "Integrated S-Band STDN Transponder Component Performance Specification" included in this solicitation serves as the Government's baseline requirement. The proposal shall be evaluated for demonstrating that the offered items(s)/services(s) meet the baseline requirement.

The following Government baseline requirements shall be evaluated to determine technical acceptability, and determine a rating of Acceptable:

Government Baseline Requirement	The following shall be evaluated and must be met with a rating of Acceptable:
Operational Modes	The Integrated Transponder shall accept an S-Band uplink signal and shall transmit an S-Band downlink signal. It shall perform these functions and other command, control, telemetry, data encoding, and coherent and non-coherent ranging functions in a manner consistent and compatible with the description and intent contained in Attachment 2, Integrated S-Band STDN Transponder Component Performance Specification, Section 3.1.
Performance Period	The Integrated S-Band STDN Transponder Component assembly, and related deliverables, should be able to be manufactured, qualified, and delivered within the performance period of 12 months following contract award. However, in no event shall the performance period exceed 14 months following contract award.
Power Consumption	Total Integrated S-Band STDN Transponder Component power consumption in receive only mode, over the entire operating voltage range shall not exceed 6 Watts. Total Integrated Transponder power consumption in transmit mode, over the operating voltage range shall not exceed 42 Watts.
Mass	Total as delivered system mass shall be less than or equal to 5.0 Kg.
Envelope	The Integrated Transponder component assembly, including all component elements, mechanical spacecraft mounting interface, external interconnection cabling between elements, and suitable clearances for mating connectors and cabling, shall occupy the smallest surface area and volume possible, however, no greater than: Height: 16.8 cm (7.0 inches) Width: 26.4 cm (11.0 inches) Length: 20.4 cm (8.5 inches)

The Technical Acceptability evaluation will be based on a met/unmet basis, with assigned ratings of Acceptable (A), Potentially Acceptable (PA), or Unacceptable (U).

Definition of Technical Acceptability Ratings

Acceptable (A)	Met rating for this aspect of the proposal.
*Potentially Acceptable (PA)	After the initial evaluation, the rater anticipates additional information could be provided by an offeror during discussions would result in a proposal rating of Technically Acceptable (“met”) for this technical aspect of the proposal.
Unacceptable (U)	Unmet rating and failure for this aspect of the proposal.

*A proposal is rated “Potentially Acceptable” when after the initial evaluation, the rater anticipates additional information that could be provided by an offeror during clarifications or discussions would result in a proposal rating of Technically Acceptable (“met”). The offeror will need to revise or further explain their proposal. If, upon review of the new or revised information, the proposal does not meet the government’s requirements, a “Technically Unacceptable” rating may be warranted. Although an offeror

may receive a rating of “Potentially Acceptable,” it does not guarantee that discussions will be held or that the offeror will automatically be included in the competitive range if discussions are held.

2. Predefined Qualitative (Value) Characteristics. All offers will be judged against the qualitative (value) characteristics. The Statement of Work incorporated as Attachment 1, “Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly” and the Description/Specifications incorporated as Attachment 2, “Integrated S-Band STDN Transponder Component Performance Specification” included in this solicitation serves as the Government’s baseline requirement. The proposal shall be evaluated for demonstrating that the offered items(s)/services(s) meet the baseline requirement. **The Predefined Qualitative (Value) Characteristics evaluation will be assigned ratings of Significant Value Added (SVA), Value Added (VA), or No Value added (NVA).**

Definition of Predefined Qualitative (Value) Characteristics Ratings

Significant Value Added (SVA)	The offeror’s proposed response to the predefined value characteristic is appropriate for/applies to the value characteristic and would substantially improve performance and/or substantially enhance the overall contract objectives.
Value Added (VA)	The offeror’s proposed response to the predefined value characteristic is appropriate for/applies to the value characteristic and would improve performance and/or enhance the overall contract objectives.
No Value added (NVA)	The offeror’s proposed response to the predefined value characteristic is not appropriate for or does not apply to the value characteristic, and/or the offeror’s response to the predefined value characteristic would have little or no effect on performance and/or enhance the overall contract objectives.

There is more than one value characteristic. Each value characteristic shall be evaluated independently and assigned a rating of Significant Value, Value Added, or No Value Added, respectively. The intent is to ensure that the Source Selection Authority has the flexibility to tradeoff the specific value characteristics during the tradeoff process. Therefore, the Value Characteristic Criteria, as a whole, will not be rated.

3. Quality Assurance Plan

The Offeror’s Quality Assurance Plan will be evaluated for a complete and comprehensive response to Quality Assurance that will be expected during this contract that meets the intent of the requirements of SAE AS9100B, Quality Management Systems - Aerospace – Requirements (2004) or better or equivalent.

The following aspects will be evaluated for completeness:

- Identification of the supplier’s management, policies, standard practices, job instructions, and work instructions.
- Description of requirements for quality, including failure reporting, throughout all areas of contract performance, including fabrication, processing, assembly, inspection, test, packaging, storage, and shipping.
- Details of the complete flow of material from receipt to final shipment and may include flowcharts if available.
- Workmanship standards and/or manufacturing process differences between flight and non-flight hardware, and clearly identifications of the differences.

4. Small Business Utilization.

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan. .

The evaluation of SDB participation applies to all Offerors.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

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

(b) Commitment to Small Businesses

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

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

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

(c) SDB Participation

(1) The Government will evaluate the reasonableness of the proposed SDB participation along with supporting rationale against total contract value. Specific identification of SDB contractors and associated work will be evaluated for feasibility.

5. 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 shall be in accordance with FAR 15.305(a)(2).

The Government will obtain past performance information as stated in Section L. The Government will evaluate this information in accordance with the criteria incorporated in this solicitation and assign strengths and weaknesses. The result of this evaluation will be consolidated into an adjectival rating. It is not numerically scored.

The rating system that will be used by the Government to determine the adjectival rating for each offeror is as follows.

Definition of Adjectival Ratings

Excellent	Consistent record of exceptional past performance by the offeror and any proposed major subcontractors on work identical or very similar to the work requirements of the proposed contract. Many strengths and no weaknesses.
Very Good	Consistent record of successful past performance by the offeror and any proposed major subcontractors on work identical or very similar to the work requirements of the proposed contract. Strengths far outweigh any weaknesses.
Good	Successful past performance by the offeror and any proposed major subcontractors on work similar to the work requirements of the proposed contract. Strengths outweigh any weaknesses.
Neutral	Neutral score. Assigned to offerors 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.
Satisfactory	Successful past performance by the offeror and any proposed major subcontractors on work requirements of the contract; demonstrates meets minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Weaknesses are equal to or slightly outweigh strengths.
Poor	The Offeror's recent and relevant past performance demonstrates performance that 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. Weaknesses far outweigh strengths.

The Government will evaluate Past Performance proposals by classifying findings as strengths and weaknesses using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance.

Strength – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

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. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance and contract management.

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.6), 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 and schedule requirements
- Innovation and resource-efficient solutions to satisfy requirements
- Ability to resolve unexpected problems in a timely, effective manner

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:

- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- Ability to attract and retain high-caliber key personnel and technical employees to address contract objectives
- Ability to meet applicable goals for small business participation under contracts that required subcontracting plans

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.

6. 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 price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price.

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

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

SECTION M

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

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

(E) The Government will make a determination prior to award if the LADEE 3 Antenna S-Band Communications Subsystem will be procured, or if the LADEE 2 Antenna Variant S-Band Communications Subsystem will be procured. **The overall price for evaluation purposes will be the Summary Template (ST) roll up total in Attachment J.1(b) 4 Pricing Exhibit – Evaluation Template.**

(F) 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 whose LADEE 3 Antenna S-Band Communications Subsystem or LADEE 2 Antenna Variant S-Band Communications Subsystem proposal represents the best value after evaluation, all factors considered.** The evaluation factors are described in M.2, Evaluation Approach.

(b) The Statement of Work incorporated as Attachment 1, “Lunar Atmosphere & Dust Environment Explorer (LADEE) Project Integrated S-Band STDN Transponder Component Assembly” and the Description/Specifications incorporated as Attachment 2, “Integrated S-Band STDN Transponder Component Performance Specification” included in this solicitation serves as the Government’s baseline requirement. The offeror shall demonstrate that the baseline requirement can be met.

In order to be considered technically acceptable the following Government baseline requirements shall be met:

Government Baseline Requirement	The following must be met with a rating of Acceptable:
Operational Modes	The Integrated Transponder shall accept an S-Band uplink signal and shall transmit an S-Band downlink signal. It shall perform these functions and other command, control, telemetry, data encoding, and coherent and non-coherent ranging functions in a manner consistent and compatible with the description and intent contained in Attachment 2, Integrated S-Band STDN Transponder Component Performance Specification, Section 3.1.
Performance Period	The Integrated S-Band STDN Transponder Component assembly, and related deliverables, should be able to be manufactured, qualified, and delivered within the performance period of 12 months following contract award. However, in no event shall the performance period exceed 14 months following contract award.
Power Consumption	Total Integrated S-Band STDN Transponder Component power consumption in receive only mode, over the entire operating voltage range shall not exceed 6 Watts. Total

	Integrated Transponder power consumption in transmit mode, over the operating voltage range shall not exceed 42 Watts.
Mass	Total as delivered system mass shall be less than or equal to 5.0 Kg.
Envelope	The Integrated Transponder component assembly, including all component elements, mechanical spacecraft mounting interface, external interconnection cabling between elements, and suitable clearances for mating connectors and cabling, shall occupy the smallest surface area and volume possible, however, no greater than: Height: 16.8 cm (7.0 inches) Width: 26.4 cm (11.0 inches) Length: 20.4 cm (8.5 inches)

(c) Limited Tradeoff (LTO) techniques will be used for source selection. The LTO process is a simplified best value source selection strategy that permits a tradeoff between price, past performance and technical (predefined value characteristics, quality assurance plan, and small business utilization). Predefined value characteristics are over and above the baseline technical requirement that the Government considers advantageous and may be willing to pay more to obtain. For those Offerors who are determined to be technically acceptable, tradeoffs will be made between technical (predefined value characteristics, quality assurance plan, and small business utilization), past performance, and price.

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.

Tradeoff Process

- a. If all offers are of approximately equal merit, award will be made to the offeror with the lowest evaluated price.
- b. The Government will consider awarding to an offeror with higher merit if the difference in price is commensurate with added value.
- c. The Government will consider making award to an offeror whose offer has lower merit if the price differential between it and other offers warrant doing so.

(c) The combined value of the predefined value characteristics, quality assurance plan, and small business utilization are significantly more important than past performance. The individual predefined value characteristics are considered of equal value. **Past performance, predefined value characteristics, quality assurance plan and small business utilization, when combined, are somewhat more important than price.**

(END OF PROVISION)

[END OF SECTION]