

National Aeronautics and  
Space Administration

**John H. Glenn Research Center**  
**Lewis Field**  
Cleveland, OH 44135-3191



December 8, 2010

TO: Prospective Offerors

FROM: NASA Glenn Research Center, Research and Space Operations Branch

SUBJECT: Request for Proposals (RFP) – Engineering services for the design of a  
“NADIR” viewport on the NASA DHC-6 Twin Otter

An invitation is extended to your firm to submit a proposal for the subject Request for Proposal (RFP). The information required to submit a proposal is contained in the attached RFP.

Your attention is directed to the following sections:

- **Page 6, Statement of Work**
- **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.**

Enclosed are instructions for proper completion of proposals.

- **SECTION M – EVALUATION FACTORS FOR AWARD.**

Enclosed are the evaluation factors that will be used in the award of any contract resulting from this solicitation.

The deadline for submission of written questions is 4:30 p.m. on Monday, December 13, 2010. Questions may be **E-MAILED** to the following email address:  
[Jeffrey.D.Hoyt@nasa.gov](mailto:Jeffrey.D.Hoyt@nasa.gov).

Please note proposals must be received by 4:30 p.m. on Wednesday, December 22, 2010. Proposals shall be signed by an official authorized to bind your company to a Government Contract.

Inquiries concerning this RFP should be directed to the undersigned at  
[Jeffrey.D.Hoyt@nasa.gov](mailto:Jeffrey.D.Hoyt@nasa.gov).

NOTICE: This solicitation 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. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses:

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

Thank you for your interest in this requirement.

Jeffrey Hoyt  
Contracting Officer

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING DO-C9	PAGE 3 OF 47
2. CONTRACT NO. TBD	3. SOLICITATION NO. NNC11ZF006R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/08/10		6. REQUISITION/PURCHASE NO. 4200365883
7. ISSUED BY NASA Glenn Research Center Attn: Jeffrey Hoyt, Research and Space Operations Branch 21000 Brookpark Road, Mail Stop 60-1 Cleveland, OH 44135-3191			8. ADDRESS OFFER TO (If other than Item 7) SAME ADDRESS		

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

#### SOLICITATION

9. Emailed proposal copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 by 4:30 PM 12/22/10.

**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 > N E-MAIL:	A. NAME Jeffrey Hoyt	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE / NUMBER (216) 433-5576	C. EMAIL ADDRESS Jeffrey.D.Hoyt@nasa.gov
			EXT.

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

13. DISCOUNT FOR PROMPT PAYMENT > (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE
15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> 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: > Email is acceptable		ITEM 25
24. ADMINISTERED BY (If other than Item 7) NASA Glenn Research Center Attn: Jeffrey Hoyt, Research and Space Operations Branch 21000 Brookpark Road, Mail Stop 60-1 Cleveland, OH 44135-3191		CODE	25. PAYMENT WILL BE MADE BY NASA Shared Services Center (NSSC) Financial Management Division (FMD) – Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 Email: NSSC-AccountsPayable@nasa.gov Fax: 866-209-5415	
26. NAME OF CONTRACTING OFFICER (Type or print) Jeffrey Hoyt		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

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

**PART I – THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES**

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

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section C of this Solicitation.

(End of clause)

**B.2 DELIVERY AND/OR COMPLETION SCHEDULE**

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

TBD upon contract award.

(End of clause)

**B.3 PERIOD OF PERFORMANCE**

The period of performance of this contract is:

TBD upon contract award.

(End of clause)

**B.4 PLACE OF PERFORMANCE - SERVICES**

The services to be performed under this contact shall be performed at the following location(s):

TBD upon contract award.

(End of clause)

**B.5 1852.216-78 Firm Fixed Price. (DEC 1988)**

The total firm fixed price of this contract is:

TBD upon contract award.

(End of clause)

[END OF SECTION]

## PART I – THE SCHEDULE

### SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

The Contractor shall provide the item or services specified in Section B in accordance with the following:

#### **Statement of Work Twin Otter NADIR Port**

#### **SCOPE**

To provide Engineering Services for the design of a “NADIR” (downward looking) viewport on the NASA DHC-6 Twin Otter, serial number 004. This nadir port is to be installed under the cabin floor, along the centerline of the fuselage, between frame station 301.57 and frame station 321.50. The port will be designed with a provision for a blanking plate and with an adapter plate to enable installation of optical glass. The size and shape (round or rectangular) of the nadir port will be determined by the engineering design process with the minimum acceptable design size being a 16 inch diameter port or equivalent size of not less than approximately 200 square inches.

As options, NASA may also have the Contractor fabricate the NADIR Port, and install it on the aircraft at either the NASA Glenn Research Center facility (preferred) or the contractor’s site.

#### **Base Effort**

##### **Procure:**

Engineering, Structural Analysis, Design, and Complete Fabrication/ Installation Drawings for NADIR Port installation on the NASA GRC DHC-6 Twin-Otter aircraft serial number 004.

The NADIR Port will be a permanently mounted structure on the aircraft, keeping these design characteristics in the forefront:

- it should consist of an aluminum-type framework that is both structurally and aerodynamically sound
- have interchangeability between an optical window adapter plate or a blanking plate
- to fit in the fuselage cavity between frame stations 310.57 and 321.50, underneath the cabin floorboards
- positioned on the centerline of the fuselage
- to have the bottom face of the window normal to straight and level flight

To further detail the scope of this project, the engineering, structural analysis, and design methodology will all have to be provided to and reviewed by NASA Engineering

oversight. This will be done in the form of a scheduled concept design review, preliminary design review, and critical design review.

### **Concept Design Review:**

The objective of the Concept Design Review (CoDR) is to approve the scope and design approach to be used in the project. The requirements shall be reviewed to verify technical content, intent and completeness in order to ensure that feasible engineering approach is in place which will meet these requirements. The major review items of the CoDR are the work plan and system requirements. The general approach will be:

1. Review the proposed design concept for compliance with the proposal requirements.
2. Review top level schedule including proposed review milestones.
3. Review each item of the task requirements for technical content, compliance with applicable practices and standards, and completeness.
4. Establish that design meets or exceeds top level design requirements or is consistent with them.
5. Review the proposed product development approach.

NASA approval of the design concept will be considered as authority to proceed.

Review item discrepancies (RID's) and associated action items will be addressed. Specific changes resulting from the RIDS's and action items will be incorporated into the appropriate requirements documents.

### **Preliminary Design Review:**

The objective of the Preliminary Design Review (PDR) is to verify that the design satisfies the task requirements. The agenda for the PDR will be established by NASA Engineering. The general approach to accomplishing the PDR will be:

1. A requirement-by-requirement review of how the design satisfies the requirements.
2. Key trade studies; issues and results.
3. Design approach; layouts, schematics, mounting, packaging etc.
4. Parts, components, materials selection.
5. Reliability; derating, safety margins.
6. Testability.
7. Preliminary system layouts.
8. Environmental analyses: thermal, acoustical, vibration, structural physical.
9. Schedule; manpower and funding resource management, identification of critical path.
10. Closeouts; RID's, action items.

NASA approval of the preliminary design will be considered as authority to proceed. Review item discrepancies (RID's) and associated action items will be addressed. Specific changes resulting from the RIDS's and action items will be incorporated into the appropriate requirements documents.

### **3.3.1 Critical Design Review:**

The objective of the Critical Design Review (CDR) is to validate the final design. The

general approach will be to review changes in the design since PDR. The CDR will normally be scheduled when the final design is approximately 90% complete, but prior to the initiation of production. The agenda of the CDR will be established by the Review Committee Chairperson. The general approach to accomplishing the CDR will be component and system level design evaluation considering:

1. satisfaction of technical requirements
2. adequacy of design criteria
3. adherence to design standards
4. human engineering principles
5. soundness of approach

Technical requirements will not be critiqued, unless changes have occurred since PDR. The emphasis will be on the critical features (those that affect major functions, overall performance or have significant potential impact on costs and schedule) of the design and on any changes to the design since PDR. The CDR will separately address each engineering discipline according to the following considerations:

1. Satisfaction of design requirements
2. Final system layouts, schematics, drawings, sub-assembly drawings, etc.
3. Material selection and compatibility
4. Fabrication processes
5. Compatibility of system interfaces
6. Design margins, component derating, reliability calculations, etc.
7. Qualification and test plans
8. Schedule; manpower and funding resource management, identification of critical path, "work-around's
9. Closeouts; RID's, action items
10. Adequacy of product verification plans

NASA approval of the critical design will be considered as authority to proceed. Review item discrepancies (RID's) and associated action need to be addressed. Specific changes resulting from the RID's and action items will be incorporated into the appropriate requirements documents.

All engineering designs shall be pre-approved by the COTR (Contracting Officer's Technical Representative) and shall meet the following standards: it should be noted that this work will be conducted on a public aircraft and that all final approvals for engineering, modifications and exceptions will come from NASA engineering oversight, not the FAA, and furthermore NASA reserves the right to provide technical oversight by having a Technical Representative present at anytime during the fabrication or installation process. NASA maintains final airworthiness authority on NASA owned aircraft; therefore an FAA Supplemental Type Certificate (STC) is not a requirement for this modification.

- 1) Design data and properties of materials shall be obtained from MIL-HDBK-5 and MIL-HDBK-23, or its replacement titled "Metallic Material Properties and Standardization (MMPDS) Material properties and strengths based on static and

fatigue test data developed per a nationally recognized standard is acceptable with appropriate references.

- 2) The strength substantiation reports shall be prepared in accordance with standard aerospace industry practices for flight hardware. Organization of reports shall be clear and logical per ANSI/NISO Z39.18-1995. Documentation shall clearly provide a geometric description of each component, identification of all applied loads and potential modes of failure, type of material and applicable strengths, analysis, test and engineering rationale substantiating strength of hardware, proper identification of references for all input into the analysis, and a summary of all calculated margins of safety.
- 3) Drawing practices per ASME Y14.100 shall be used in the preparation and revision of engineering drawings and associated lists. All drawings and documentation shall be provided electronically in a PDF format.
- 4) The design shall meet or exceed the flight envelope of the aircraft (25,000 ft MSL, unpressurized, etc). This includes the temperature and ambient pressure variations that are inherent with this envelope.
- 5) Three dimensional Computer Aided Design geometry shall be provided in ISO 10303 STEP format

All work performed by the contractor shall be in accordance with all Federal, State, and local environmental regulations, Presidential Executive Orders, NASA Environmental Policy and Requirements, and the NASA Glenn Research Center (GRC) Environmental Programs Manual.

### **Option 1**

Fabricate: NADIR Port Hardware and Blanking Plate

The contractor shall perform all work in accordance with the following:

1. Equipment or Manufacturers Manuals, as well as the NASA Glenn Aircraft Maintenance Manual
2. Workmanship must be of a high standard. The methods of fabrication and joining shall be consistent with standard aerospace practice (AC 43.13, etc.).
3. DHC-6 Maintenance Manual 1-6-2, Illustrated Parts Manual 1-6-4, and Structural Repair Manual PSM 1-6-3RS if applicable.

### **Option 2**

Install: NADIR Port and Blanking Plate

Any installation that is performed on NASA Aircraft will be conducted in a FAA licensed repair facility or military equivalent by mechanics certified per 14 CFR Part 65. All engineering designs and installation variances shall be approved by NASA. Installation at NASA GRC is preferred.

### **Task Detail**

The Contractor shall provide a detailed list of all hardware it intends to install in the aircraft to the NASA COTR. This list shall include relevant part numbers, weight and

installation location (frame number/station). Any Government Furnished Equipment required for the install shall be indicated in the work plan and returned in a working condition after the completion of the Base Effort and any Option(s) they are required for (tow bars, etc).

If the installation at the contractor facility option is exercised, NASA will transport the aircraft to and from the contractor's worksite at a date and time determined by the NASA Pilot, after consultation with the contractor.

The Contractor shall supply NASA with the following documentation:

1. Aircraft Logbook Entry (if installation option exercised)
2. Weight and Balance Entries in a spreadsheet format.
3. All parts certifications/TSO information.
4. Parts replacement information (and vendor contract info), and continuing airworthiness instructions.
5. Engineering drawings, hazard analysis, and substantiation documents.
6. Technical Manuals

In order to accomplish the Base Effort and Options, the Contractor shall perform the necessary systems modifications/installations, including but not necessarily limited to those indicated in the Base Effort and Options.

(End of text)

[END OF SECTION]

**PART I – THE SCHEDULE**

**SECTION D - PACKAGING AND MARKING**

**D.1 DELIVERY INSTRUCTIONS**

(a) The Contractor shall ship the items required under this contract to:

NASA Glenn Research Center  
21000 Brookpark Road  
Cleveland, OH 44135

Marked for: TBD upon contract award.  
Contract Number: TBD upon contract award.  
Organization/Office Code: FAO  
Building No.: TBD upon contract award

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8 a.m. and 4:30 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:

TBD upon contract award.

(d) Additional marking instructions:

TBD upon contract award.

(End of clause)

**D.2 1852.211-70 Packaging, Handling, and Transportation.(SEP 2005)**

[END OF SECTION]

**PART I – THE SCHEDULE**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)**

**E.2 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)**

[END OF SECTION]

**PART I – THE SCHEDULE**

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 52.242-15 Stop-Work Order. (AUG 1989)**

**F.2 52.242-17 Government Delay of Work. (APR 1984)**

**F.3 52.247-34 F.o.b. Destination. (Nov 1991)**

[END OF SECTION]

**PART I – THE SCHEDULE**

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 1852.245-72 Liability for Government Property Furnished for Repair or Other Services. (DEVIATION) (SEP 2007)**

- (a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to FAR 52.245-1, Government Property.
- (b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.
- (c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances, or when sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).
- (d) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss, damage, or destruction of such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, damage, or destruction that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the Changes clause of this contract.
- (e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that

property on the Contractor's premises or property.

(End of clause)

[END OF SECTION]

**PART I – THE SCHEDULE**

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 1852.242-72 Observance of Legal Holidays. (AUG 1992)**

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

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

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

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

(End of clause)

[END OF SECTION]

**PART II – CONTRACT CLAUSES**

**SECTION I - CONTRACT CLAUSES**

- I.1 52.204-7 Central Contractor Registration. (APR 2008)**
- I.2 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)**
- I.3 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**
- I.4 52.211-5 Material Requirements. (Aug 2000)**
- I.5 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)**
- I.6 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)**
- I.7 52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUN 88)**
- I.8 52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)**
- I.9 52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)**
- I.10 52.222-3 Convict Labor. (JUN 2003)**
- I.11 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- I.12 52.222-26 Equal Opportunity. (MAR 2007)**
- I.13 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**
- I.14 52.222-36 Affirmative Action for Workers with Disabilities. (Oct 2010)**
- I.15 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)**
- I.16 52.222-50 Combating Trafficking in Persons. (FEB 2009)**
- I.17 52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)**
- I.18 52.223-14 Toxic Chemical Release Reporting. (AUG 2003)**
- I.19 52.223-18 Contractor Policy to Ban Text Messaging While Driving. (Sep 2010)**

**I.20 52.225-1 Buy American Act - Supplies. (FEB 2009)**

**I.21 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**

**I.22 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007)**

**I.23 52.227-14 Rights in Data--General. (DEC 2007)**

**I.24 52.227-23 Rights to Proposal Data (Technical). (JUN 1987)**

Except for data contained on pages [*OFFEROR SHALL FILL IN PAGE NUMBERS*], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated [*OFFEROR SHALL FILL IN PAGE NUMBERS*], upon which this contract is based.

(End of clause)

**I.25 52.232-1 Payments. (APR 1984)**

**I.26 52.232-8 Discounts for Prompt Payment. (FEB 2002)**

**I.27 52.232-11 Extras. (APR 1984)**

**I.28 52.232-23 Assignment of Claims. (JAN 1986)**

**I.29 52.232-25 Prompt payment. (OCT 2008)**

**I.30 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration. (OCT 2003)**

**I.31 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)**

**I.32 52.233-3 Protest after Award. (AUG 1996)**

**I.33 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

**I.34 52.237-2 Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**

**I.35 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate II (APR 1984)**

**I.36 52.244-6 Subcontracts for Commercial Items. (JUN 2010)**

**I.37 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984)**

**I.38 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**

**I.39 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

**I.40 52.253-1 Computer Generated Forms. (JAN 1991)**

**I.41 1852.215-84 Ombudsman. (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, which is posted at [http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

**I.42 1852.219-76 NASA 8 Percent Goal. (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.43 1852.227-11 Patent Rights - Retention by the Contractor (Short Form).**

As prescribed at 1827.303-70(a), modify the clause at FAR 52.227-11 by adding the following subparagraph (5) to paragraph (c) of the basic clause; adding the following subparagraph (5) to paragraph (f); and using the following subparagraph (2) in lieu of subparagraph (g) (2) of the basic clause:

(c) (5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c) (1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(End of addition)

(f) (5) The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

(End of addition)

(g) (2) The Contractor shall include the clause in the NASA FAR Supplement at 1852.227-70, New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.

(End of substitution)

#### **I.44 1852.227-14 Rights In Data - General.**

**I.45 1852.237-72 Access to Sensitive Information. (JUN 2005)**

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

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

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

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

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

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

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

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

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

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of

interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

**I.46 1852.237-73 Release of Sensitive Information. (JUN 2005)**

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

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

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

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the

service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

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

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

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

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

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

(End of clause)

[END OF SECTION]

**PART III – LIST OF DUCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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

**J.1 LIST OF ATTACHMENTS**

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

None

(End of text)

[END OF SECTION]

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

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

**K.1 “1813.302-570, Offeror Representations and Certifications—Other Than Commercial Items”** of the NASA FAR Supplement (NFS) is a provision pertaining to the representations and certifications that the offeror shall complete and submit with their offeror. The prescription for this provision states (with emphasis added by the Contracting Officer):

*“(a)(1) The contracting officer may use the provision at 1852.213-70, Offeror Representations and Certifications—Other Than Commercial Items, in simplified acquisitions exceeding the micro-purchase threshold that are for other than commercial items. This provision shall not be used for acquisition of commercial items as defined in FAR 2.101.*

*(2) This provision provides a single, consolidated list of certifications and representations for the acquisition of other than commercial items using simplified acquisition procedures and is attached to the solicitation for offerors to complete and return with their offer.*

*(i) Use the provision with its Alternate I in solicitations for acquisitions that are for, or specify the use of recovered materials (see [FAR 23.4](#)).*

*(ii) Use the provision with its Alternate II in solicitations for the acquisition of research, studies, supplies, or services of the type normally acquired from higher education institutions (see [FAR 26.3](#)).*

*(iii) Use the provision with its Alternate III in solicitation which include the clause at [FAR 52.227-14, Rights in Data—General](#) (see [FAR 27.404\(d\)\(2\)](#) and [1827.404\(d\)](#)).*”

**1852.213-70 Offeror Representations and Certifications—Other Than Commercial Items. (JULY 2004)**

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

*"Emerging small business"* means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

*"Forced or indentured child labor"* means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) **Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.**

*"Service-disabled veteran-owned small business concern" --*

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"*Small business concern*" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"*Veteran-owned small business concern*" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

**(2) The management and daily business operations of which are controlled by one or more veterans.**

"*Women-owned small business concern*" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationships with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in [FAR 4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

Sole proprietorship;

- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other \_\_\_\_\_.

(5) *Common parent.*

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

**(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.**

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

(6) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it  is,  is not an emerging small business.

(ii) [Complete only for solicitations indicated as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES	AVERAGE ANNUAL GROSS REVENUES
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751-1000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1000	<input type="checkbox"/> Over \$17 million

(7) *HUBZone small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that--

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(7)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

\_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(8) (Complete if dollar value of the resultant contract is expected to exceed \$25,000 and the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) [The offeror shall check the category in which its ownership falls]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) *Representations required to implement provisions of Executive Order 11246—*

(1) *Previous contracts and compliance.* The offeror represents that--

**(i) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and**

(ii) It [ ] has, [ ] has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

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

**(ii) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.**

(e) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

**(1) The offeror certifies that each end product, except those listed in paragraph (e)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”**

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of [FAR Part 25](#).

(f)(1) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.* (Applies only if the clause at [FAR 52.225-3](#), Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (f)(1)(ii) or (f)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli

Trade Act".

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (f)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of [FAR Part 25](#).

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I* (JAN 2004). If Alternate I to the clause at [FAR 52.225-3](#) is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (f)(1)(ii) of the basic provision:

(f)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

**Canadian End Products:**

Line Item No.
_____
_____

(List as necessary)

(3) *Buy American Act-Free Trade Agreements--Israeli Trade Act Certificate,*

*Alternate II* (JAN 2004). If Alternate II to the clause at [FAR 52.225-3](#) is included in this solicitation, substitute the following paragraph (f)(1)(ii) for paragraph (f)(1)(ii) of the basic provision:

**(f)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":**

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at [FAR 52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (f)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of [FAR Part 25](#). For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(g) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (g)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless

excluded at [FAR 22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (g)(1) of this provision, then the offeror must certify to either (g)(2)(i) or (g)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (g)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (g)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

( ) *Historically Black College Or University And Minority Institution Representation.*

(1) *Definitions.* As used in this provision--

"*Historically black college or university*" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"*Minority institution*" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(2) *Representation.* The offeror represents that it--

- is  is not a historically black college or university;
- is  is not a minority institution.

(End of provision)

[END OF SECTION]

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

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

**L.1 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)**

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise

successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals

are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

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

proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

### **L.2 52.216-1 Type of Contract. (APR 1984)**

The Government contemplates award of a **firm-fixed price** contract resulting from this solicitation.

(End of provision)

### **L.3 1852.233-70 Protests to NASA. (OCT 2002)**

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

(End of provision)

### **L.4 Information to Offerors (ITO) and Instructions for Proposal Preparation**

#### **GENERAL INFORMATION:**

- A. This procurement is a 100% Small Business set aside, and offers submitted from other than small businesses shall be considered nonresponsive and shall be rejected in accordance with FAR 19.502-4(b).
- B. E-mail submission of proposals is encouraged.
- C. Documents submitted in response to this RFP must be fully responsive to the requirements of the RFP and government standards and regulations pertaining to the SOW.

D. Proposals shall be sent to the following address:

Jeffrey.D.Hoyt@nasa.gov

E. To ensure timely and equitable evaluation of proposals, offerors must follow the instructions contained herein. Offerors are required to meet all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being ineligible for award. The proposal should not simply rephrase or restate the Government's requirements. **Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and will base its evaluation solely on the information present in the offeror's proposal. The only exception to this statement will be if the Government reviews external past performance information regarding an offeror's current or previous contracts.**

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the CO in writing with supporting rationale. The offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion.

The contracting officer has determined there is a high probability of adequate price competition in this acquisition. Upon examination of the initial offers, the contracting officer will review this determination and if, in the contracting officer's opinion, adequate price competition exists, no additional cost information will be requested and certification under FAR 15.406-2 not be required. However, if at any time during this competition the contracting officer determines that adequate price competition no longer exists; offerors may be required to submit information to the extent necessary for the contracting officer to determine the reasonableness and affordability of the price.

## **TECHNICAL ABILITY**

A. At a minimum, you are expected to include the information described below in the Technical Volume of your Proposal:

Your proposal shall clearly describe the approach to meeting the Technical Requirements described in the Statement of Work including the method by which you propose to accomplish the requirements and/or solve the technical problems of the procurement, other than information to be furnished elsewhere as a part of

program or project support plan summaries. Descriptions, sketches, network diagrams, and approach should be presented in sufficient detail to permit proper evaluation. Your proposal should describe your technical capability including technical approach and personnel qualifications.

- B. Any specific exceptions to the proposed technical requirements shall be included with your proposal with supporting justification. Changes shall be specifically identified as "EXCEPTIONS TO THE TECHNICAL REQUIREMENTS".

## **RELEVANT PAST PERFORMANCE**

The Offeror should submit the information set forth below for the proposed prime Contractor and any major subcontractor/team member(s) (a major subcontractor/team member is defined as performing 10% or more of the total contract effort).

- A. A statement of past performance and demonstrated ability to provide engineering drawings, structural analyses, and the ability fabricate and install a NADIR port.
- B. This statement will include:

A list of current or past contracts of a similar nature. This information should include contract number (if a Government contract) and general description of work completed on these contracts.

## **PRICE PROPOSAL - *Submit as part of the proposal.***

- A. Complete blocks 12 -18 of the SF 33. In doing so, the offeror agrees to the contract terms and conditions as written in the RFP.**
- B. Review CCR data to ensure that the data is accurate and current. The internet addresses for this system is [www.ccr.gov](http://www.ccr.gov).
- C. The proposal acceptance period shall be 14 calendar days.
- D. Provide quotes for the Base and the two Options in the following fashion:

### Base Effort

Provide one quote for the Base Effort. This quote shall be all-inclusive, consisting of, but not limited to: labor/material/overhead costs, profit, travel, delivery, and any other costs associated with completing the Base Effort.

### Option 1

Provide one quote for Option 1. This quote shall be all-inclusive, consisting of, but not limited to: labor/material/overhead costs, profit,

travel, delivery, and any other costs associated with completing Option 1.

Option 2

Provide two quotes for Option 2. The first quote shall document the total price the Government would pay if the Government decides to exercise Option 2 to take place at the offeror's facility. The second quote shall document the total price the Government would pay if the Government decides to exercise Option 2 at NASA GRC. Both quotes shall be all-inclusive, consisting of, but not limited to: labor/material/overhead costs, profit, travel, delivery, and any other costs associated with completing the Option 2.

Finally, the offeror shall submit two final prices. The first final price shall consist of the Base Effort, Option 1, and Option 2 taking place at the offeror's proposed site. The second final price shall consist of the Base Effort, Option 1, and Option 2 taking place at NASA GRC.

- a. Note: If an offeror proposes a separate price for a larger port as described in '**BEST VALUE CRITERIA**' (see below, in Section M), the offeror shall deviate from the above pricing structure only to include the additional pricing if needed.

(End of Text)

**L.5 Additional Instructions to Offerors – Simplified Purchases, Technically Acceptable with Relevant Past Performance**

In addition to the proposal submission requirements of FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the offeror shall include the following information in the proposal:

- (a) The pages from the RFP with the required offeror fill-ins. The balance of the RFP need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions.
- (b) This task is comprised of both a Basic Effort and Options 1 and 2. The Proposer shall perform the Basic Effort only, unless and until the NASA Contracting Officer modifies the contract in writing, unilaterally exercising an Option or Options.

The Government has the right to unilaterally exercise any one or more of the Options, all of the Options, or none of the Options. In the event NASA exercises one or both of the Options, it is highly anticipated that the Options will be exercised at the time of Contract award. However, NASA may exercise an Option at any time during the contract Period of Performance provided that NASA gives the Contractor a preliminary

written notice of its intent to exercise the option at least 30 days before the Basic Effort period of performance expires. Any change to the work plan/task plan shall be mutually agreed to by the government and the contractor.

The proposal shall be broken into the Base Effort and Options 1 and 2. The Base Effort and each Option shall be quoted separately (as described above in the Price Proposal section) with the understanding that NASA will pursue the Base Effort, and any combination of said Options (none, one Option or both Options) as funding permits. It is highly anticipated that, if NASA exercises one or both Options, this Option Exercise will be done at the time of contract award.

(End of Text)

## **L.6 COMMUNICATIONS REGARDING THIS SOLICITATION**

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

Name: Jeffrey Hoyt

Email: Jeffrey.D.Hoyt@nasa.gov

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

(b) Questions or comments should be submitted no later than 4:30 p.m. on Monday, December 13, 2010 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of provision)

[END OF SECTION]

## **PART IV – REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION M - EVALUATION FACTORS FOR AWARD**

#### **M.1 Evaluation Factors – Simplified Purchases, Technically Acceptable with Relevant Past Performance**

(a) Proposals will be evaluated in accordance with FAR 13.106-2 “Evaluation of quotations or offers”, and NFS 1815.305-70, "Identification of unacceptable proposals".

(b) The following factors will be used to evaluate proposals:

- (1) Technical ability, as described in Section L.
- (2) Relevant Past Performance, as described in Section L.
- (3) Price, as described in Section L.

(c) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s). The options and associated prices shall remain valid for the duration of the contract. The Government reserves the right to exercise any and all options within that stated time period.

(End of Provision)

#### **M.2 BEST VALUE CRITERIA**

The Government will award a contract resulting from this solicitation to the responsible offeror on a BEST VALUE basis. Selection and award will be made to that offeror whose offer will be the most advantageous to the Government, with consideration given to the factors of technical capability of the services and item(s) offered to meet the specifications, price, past performance and the following best value requirement:

- a. A larger port, up to a point of prohibitive cost, will be considered more favorably. While not required, if an offeror chooses to propose a larger port, they are encouraged to propose both a price for the smaller port and also the price for a larger port if appropriate to do so.
  - i. Any offeror that can meet or exceed this Best Value feature can be rated higher than an offeror that cannot meet or exceed this Best

Value feature. However, offerors that fail to meet this Best Value feature, while still meeting the basic specifications, will not be rated negatively for failure to meet this Best Value feature.

(End of Provision)

### **M.3 SOURCE SELECTION PROCEDURE**

The Government will rank companies from most capable to least capable and select the company that represents the best value by comparing the Offerors to each other on the basis of the evaluation factors described above. If, in any comparison, one company has both the better capability and the lower cost/price, then we will consider that company to be the best value. If the company with the better capability has the higher cost/price, then we will decide whether the lower risk associated with the better capability is worth the higher cost/price. If it is, then we will consider the more capable, higher cost/price company to be the better value. If it is not, then we will consider the less capable, lower cost/price company to be the better value. We will continue to make comparisons this way until we have identified the company that represents the best value.

These instructions are 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.

Consistent with provision 52.215-1, the Government intends to award a contract based on the initial offers received, without discussion of such offers. Accordingly, each offeror should submit its initial proposal to the Government using the most favorable terms from a cost and technical standpoint.

Proposals will be evaluated in accordance with the requirements of FAR 13.106-2 "Evaluation of quotations or offers" and NFS 1815.305-70, "Identification of unacceptable proposals". Offerors should recognize that the initial evaluation of proposals 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 make a competitive range determination and conduct discussions with the offerors within the competitive range.

At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) would be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation

criteria set forth below. Contract award would then be made without further discussions.

By submission of its offer, the offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors. Failure to meet a requirement may result in an offer being determined unacceptable. Offerors must clearly identify any exception to the solicitation terms and conditions and provide complete accompanying rationale. The evaluation process shall proceed as follows:

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interest.

**Importance of Evaluation Factors**

Selection for award will be to the company that represents the best value to the Government considering the three factors of technical ability, relevant past performance and price. The Government considers all 3 of the evaluation factors of equal importance relative to one another.

(End of Provision)

[END OF SECTION]