

2. AMENDMENT/MODIFICATION NO. 000001	3. EFFECTIVE DATE 05/19/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199	7. ADMINISTERED BY (If other than Item 6) NASA/Langley Research Center 9B Langley Blvd., Bldg. 1195B M/S 126 Hampton VA 23681-2199
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20px; text-align: center;">(x)</td> <td>9A. AMENDMENT OF SOLICITATION NO. NNL11376266R</td> </tr> <tr> <td style="text-align: center;">x</td> <td>9B. DATED (SEE ITEM 11) 05/03/2011</td> </tr> <tr> <td></td> <td>10A. MODIFICATION OF CONTRACT/ORDER NO.</td> </tr> <tr> <td></td> <td>10B. DATED (SEE ITEM 13)</td> </tr> </table>	(x)	9A. AMENDMENT OF SOLICITATION NO. NNL11376266R	x	9B. DATED (SEE ITEM 11) 05/03/2011		10A. MODIFICATION OF CONTRACT/ORDER NO.		10B. DATED (SEE ITEM 13)
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	10A. MODIFICATION OF CONTRACT/ORDER NO.								
	10B. DATED (SEE ITEM 13)								

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
This amendment amends the proposal due date, updates Section G NFS Clauses, and clarifies verbiage contained in Section L, FAR Clause 52.216-1.

The proposal due date is amended from June 17, 2011 to June 20, 2011.

The following Section G NFS Clauses have been amended and included in full text. G.4 NFS Clause 1852.245-73, G.8 NFS Clause 1852.245-74, and G.9 NFS Clause 1852.245-75. Accordingly, solicitation NNL11376266R, reference number 4200376266, is amended in its entirety and is attached for submission with your offer.

Section L, FAR Clause 52.216-1 is amended to read "The Government contemplates single award
Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lisa M. Harvey
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNL11376266R/000001

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of a cost plus fixed fee, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.</p> <p>All other terms and conditions remain unchanged.</p>				

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B1. Supplies and/or Services to be Provided

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to provide the requirements delineated in the Statement of Work (SOW), Exhibit A.

CLIN 0001 - The Government will order services under this CLIN by issuance of Cost-Plus-Fixed Fee Task Orders, pursuant to Section H.12, Task Ordering Procedure (NFS 1852.216-80).

B.2 Minimum and Maximum Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Value

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$10,000.00. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$9,500,000.00 for the 5-year period of performance.

B.3 1852.216-74 Estimated Cost and Fixed Fee. (DEC 1991)

The estimated cost and fixed fee of the contract is the sum of the estimated costs and fixed fee set forth for individual task orders issued by the Government pursuant to H.12, Task Ordering Procedure.

(End of clause)

B.4 1852.232-81 Contract Funding. (JUN 1990)

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

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

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

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 Clauses Incorporated by Reference -- SECTION C

The Contractor shall provide all resources (except as may be expressly stated in the contract or task orders as furnished by the Government) necessary to perform the requirements delineated in Section J, Exhibit A, Statement of Work, entitled "Independent Assessments for Systems Analysis and Concepts Development".

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 Clauses Incorporated by Reference -- SECTION D

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

None included in this section by full text or reference.

Applicable clauses will be added at the task order level.

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference - SECTION E

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

E.2 52.246-9 Inspection of Research and Development (Short Form). (Apr 1984)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference -- SECTION F

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

(End of clause)

F.2 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)**F.3 52.247-34 F.o.b. Destination. (NOV 1991)****F.4 Period of Performance**

The period of performance of this contract is 60 months from the contract award date.

(End of clause)

F.5 Delivery Requirements. (LaRC 52.211-96)(APR 2007)

The Contractor shall deliver the items required to be furnished by the Contract and Task Orders as specified in each task order and Exhibit B, Contract Documentation Requirements.

(End of clause)

F.6 Place of Delivery

Delivery shall be f.o.b. destination to the NASA Langley Research Center, Hampton, VA 23681-2199, unless otherwise specified in task orders.

(End of clause)

F.7 Place of Performance - Services

The services to be performed under this contact shall be performed at the following location(s): the contractor's facility, at subcontractor's facilities, and other sites as specified by each task order.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Clauses Incorporated by Reference -- SECTION G

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

(End of clause)

G.2 1852.242-71 Travel Outside of the United States. (DEC 1988)

G.3 1852.242-73 NASA Contractor Financial Management Reporting. (NOV 2004)

G.4 1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors. (JAN 2011)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than

October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

G.5 1852.216-75 Payment of Fixed Fee. (DEC 1988)

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

(End of clause)

G.6 1852.216-87 Submission of Vouchers for Payment. (MAR 1998)

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

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

NASA Shared Services Center
Financial Mgmt Division Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
NSSC-AccountsPayable@nasa.gov
Fax: (866) 209-5415

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

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

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

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

[Offers: *Insert the cognizant DCAA mailing office address applicable to your firm*]

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

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Cognizant DCAA Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 NSSC; and

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

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

NASA Shared Services Center
Financial Mgmt Division Accts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

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

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

(End of clause)

G.7 1852.227-72 Designation of New Technology Representative and Patent Representative. (JUL 1997)

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

New Technology Representative
Contracting Officer Technical Representative
NASA Langley Research Center
Mail Stop – See Exhibit B
Hampton, VA 23681-2199

Patent Representative
Office of Chief Counsel

NASA Langley Research Center
 Mail Stop – See Exhibit B
 Hampton, VA 23681-2199

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.8 1852.245-74 Identification and Marking of Government Equipment. (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

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

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

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

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

(End of clause)

G9. 1852.245-75 Property Management Changes. (JAN 2011)

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

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

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Clauses Incorporated by Reference -- SECTION H

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

H.2 1852.208-81 Restrictions on Printing and Duplicating. (NOV 2004)

H.3 1852.223-75 Major Breach of Safety or Security. (FEB 2002)

H.4 1852.225-70 Export Licenses. (FEB 2000)

Fill in: (b) NASA, Langley Research Center

H.5 1852.235-73 Final Scientific and Technical Reports. (DEC 2006) --- Alternate II (DEC 2005)

H.6 1852.244-70 Geographic Participation in the Aerospace Program. (APR 1985)

H.7 Naming/Numbering Scheme for Clauses in Full Text and for Clauses Incorporated by Reference. (LaRC 52.201-90)(Aug 2008)

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

(End of clause)

H.8 Security Program/Non-U.S. Citizen Employee Access Requirements. (LaRC 52.204-91) (FEB 2007)

Access to the LaRC by non-U.S. citizen employees, including those in permanent resident alien status, shall be approved in accordance with NPR 1371.2A, "Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Representatives of Foreign Entities". Processing requires advance notice of a minimum of 20 days depending on the nationality of the non-U.S. citizen or foreign representative. Access authorization shall be for a maximum of one year and must be re-evaluated annually. Non-U.S. citizen employees or foreign representatives must be under escort at all times while on Center (by a NASA Civil Servant or permanently badged contractor) unless otherwise approved by the International Visitors Coordinator (IVC).

(End of clause)

H.9 Observation of Regulations and Identification of Contractor's Employees. (LaRC 52.211-104) (FEB 2007)

(a) Observation of Regulations--In performance of that part of the task order work which may be performed at Langley Research Center (LaRC) or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at LaRC or other installation including all applicable Federal, NASA and Langley safety, health, environmental and security regulations.

(b) Identification Credentials--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear credentials issued by NASA LaRC. Contractors will be held accountable for these credentials, and may be required to validate its active employees on an annual basis with the NASA LaRC Security Office. Immediately upon employee termination or task order completion, badges shall be returned to the NASA LaRC Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(c) Employee Out Processing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

(End of clause)

H.10 Organizational Conflicts of Interest. (LaRC 52.227-96)(AUG 2007)

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

(b) In general during the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest in the form of conflicting roles that might bias the contractor's judgment, such as:

- (1) Impaired objectivity because the contractor will perform independent assessments of work products; and it would assess itself if it participated in developing the work product. The Government anticipates the Contractor will be providing independent assessments of Government work products jointly developed with support service contractors supporting requiring activity identified in Exhibit A, SOW. Therefore, support service contractors contributing to such work products have conflicts which cannot be mitigated and are therefore precluded from performing this contract.
- (2) Unequal Access to information, which may provide a competitive advantage, such as:
 - (i) Potential for access to other Contractor's confidential business and technical information and/or other proprietary Contractor data.
 - (ii) Access to project planning and other sensitive Government information relating to the Government's

plans for upcoming projects and acquisitions.

(c) For the purpose of this clause, the term contractor includes the contractor's business units and divisions, as well as the contractor's parent company, subsidiaries, affiliates and successors (as applicable). For the purpose of this contract, "sensitive" information is defined in Section I clause 1852.237-72, Access to Sensitive Information, of this contract.

(d) Given the nature of the services required by this contract, covered employees may encounter personal conflicts of interest resulting from a financial interest, personal activity, or relationship that could impair the covered employees' ability to act impartially and in the best interest of the government. For the purposes of personal conflicts of interest, the term "covered employee" is a contractor employee, subcontractor employee, and consultants.

(e) The contractor shall establish a procedure to screen all covered employees to prevent personal conflicts of interest; including those personal conflicts that cannot be identified until after award. The contractor shall screen covered employees at appropriate times to prevent and avoid conflicts and maintain effective oversight. The contractor shall prevent personal conflicts of interest by not assigning or permitting covered employees to perform work on tasks, or to have access to information related to such tasks, where a potential conflict is identified unless approved in writing by the Contracting Officer. The contractor is under a continuing obligation to disclose OCIs or personal conflicts or potential conflicts.

(f) Prior to commencing work on any task order, the contractor shall take all actions necessary to carry out its responsibilities related to Organizational Conflicts of Interest and protection of proprietary and sensitive data and to ensure compliance with contract terms related to such matters. The contractor shall ensure that all personnel (including subcontractor personnel) proposed to work on the task order have been trained with regard to their responsibilities concerning personal and organizational conflicts of interest, limitations on future contracting, and protection of proprietary and sensitive data.

(g) The Government may identify OCIs and limitations on future contracting, not otherwise addressed in the contract, upon issuance of a task order. The Government will identify such conflicts in the task order solicitation and describe the nature of the conflicts and limitations on future contracting in the task order award.

(h) Contractor's response to Task Order Requests: Conflicts and associated limitations on future contracting not otherwise addressed in the base contract will be identified in the task order solicitation. The Contractor shall notify the Contracting Officer within two working days of receipt of a Task Order request, of all potential conflicts, both personal and organizational, and provide a report detailing the potential conflicts detailing:

- (1) The nature of any Organizational Conflict of Interest or known Personal Conflict of Interest
- (2) Plan for avoiding or neutralizing the conflict

(j) Additional requirements:

- (1) Any limitations on future contracting resulting from the Contractor's performance are identified in Section H.11, NFS 1852.209-71, Limitation of Future Contracting.
- (2) The Contractor shall include this clause in all subcontract(s) regardless of tier.

(End of clause)

H.11 1852.209-71 Limitation of Future Contracting. (DEC 1988)

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

(b) The nature of this conflict is delineated in clause H.10 of this section.

(c) In addition to the organizational conflicts of interest cited in clause H.10 (b), the restrictions upon future contracting are as follows:

(1) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, or Government nonpublic, sensitive information, and as long as these data remain proprietary or confidential, or nonpublic and sensitive, as applicable, the Contractor and subcontractors shall protect these data or information from unauthorized use and disclosure and agrees not to use them to compete in future Government procurements, or for any purpose other than to perform work under this contract.

(2) Additional conflicts and limitations may be identified in individual task orders. For all such orders, the nature of the conflict and limitations on future contracting will be identified in the task order solicitation and incorporated in the resulting award.

(d) The Contractor shall include this clause in all subcontract(s) regardless of tier.

(End of clause)

H.12 1852.216-80 Task Ordering Procedures. (OCT 1996)

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

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

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

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

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

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

(c) Within seven (7) calendar days or less, as determined by the Contracting Officer, after receipt of the Contracting Officer's request, the Contractor shall submit a task plan which shall include, but not be limited to, technical approach to completing the work including a staffing plan, proposed subcontracts, proposed cost and fee estimate, rationale to support pricing for subcontracts, travel, and other direct costs, Organizational Conflicts of Interest not identified by the Contracting Officer for the task, and any other information pertinent to the completion of the task order. The Contractor shall use the fully burdened" fixed hourly rates set forth in Section J, Exhibit C, Schedule of Rates, for establishing the estimated cost. On occasion, expertise may be required at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate. The contractor shall comply with task ordering requirements relative to Organizational Conflicts of Interest and personal conflicts of interest as defined in clause H.10. Organizational Conflicts of Interest (LaRC 52.227-96) (AUG 2007).

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

(1) Date of the order.

(2) Contract number and order number.

- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price).
 - (6) Any other resources (materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) Funding.
 - (9) Additional OCIs and limitations on future contracting, not otherwise addressed in the contract, applicable to the task award.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within three (3) calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

H.13 1852.223-72 Safety and Health (Short Form). (APR 2002)

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
- (b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
- (c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the Changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
- (d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

H.14 Software Engineering Requirements

The Contractor shall perform software development and maintenance activities in compliance with the requirements of NPR 7150.2A, NASA Software Engineering Requirements. The software class within the scope of this contract is typically either Basic Science/Engineering Design and Research and Technology Software (Class D) or Small Light Weight Design Concept and Research and Technology Software (Class E). The actual software development and maintenance activities shall be identified at the task order level. The Contractor shall submit a corresponding compliance matrix showing how the software development met the requirements of Exhibit F or G of this contract in addition to the other software task deliverables per Exhibit B.

(End of Clause)

H.15 Accounting and Financial System

Throughout performance of this contract, the contractor shall employ an accounting and financial system capable of accurately collecting, segregating and recording costs by the contract and unique to each task order.

(End of clause)

H.16 Representations, Certifications and Other Statement of Offeror

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer are hereby incorporated by reference in this resulting contract.

(End of Clause)

[END OF SECTION]

PART II – CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

Clauses Incorporated by Reference -- SECTION I

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

52.202-1 Definitions. (JUL 2004)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

52.203-14 Display of Hotline Poster(s). (DEC 2007)

Fill in: NASA LaRC Office of Inspector General, (757)864-3262

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (AUG 2000)

52.204-7 Central Contractor Registration. (APR 2008)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2010)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (DEC 2010)

52.215-2 Audit and Records - Negotiation. (OCT 2010)

52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (OCT 2010)

52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)

52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

52.215-21 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data - Modifications. (OCT 2010)

52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

52.216-7 Allowable Cost and Payment. (DEC 2002)

Fill in: (a)(3) 30th

52.216-8 Fixed Fee. (MAR 1997)

52.216-18 Ordering. (Oct 1995)

Fill in: (a) contract effective date through the end of the contract period of performance.

52.216-19 Order Limitations. (Oct 1995)

Fill in: (a) \$10,000.00; (b)(1) \$9,500,000.00; (b)(2) \$9,500,000.00; (b)(3) 14; (d) 3 calendar days.

52.216-22 Indefinite Quantity. (OCT 1995)

Fill in: (d) 12 months from the end of contract performance.

52.217-8 Option to Extend Services (Nov 1999)

“ prior to end of contract performance”

52.219-6 Notice of Total Small Business Set-Aside. (JUN 2003)

52.219-8 Utilization of Small Business Concerns. (JAN 2011)

52.219-14 Limitations on Subcontracting. (DEC 1996)

52.219-28 Post-Award Small Business Program Rerepresentation. (APR 2009)

52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

52.222-2 Payment for Overtime Premiums. (JUL 1990)

Fill in: “zero” in paragraph (a)

52.222-3 Convict Labor. (JUN 2003)

52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (SEP 2010)

52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

52.222-37 Employment Reports on Veterans. (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

52.222-50 Combating Trafficking in Persons. (FEB 2009)

52.222-54 Employment Eligibility Verification. (JAN 2009)

52.223-5 Pollution Prevention and Right-to-Know Information. (AUG 2003)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-14 Toxic Chemical Release Reporting. (AUG 2003)

52.223-15 Energy Efficiency in Energy-Consuming Products. (DEC 2007)

52.223-18 Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)

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

52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

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

Fill in: (j) Communications. Patent Representative, Office of Chief Counsel, NASA Langley Research Center, Hampton, VA 23681-2199

52.227-14 Rights in Data--General. (DEC 2007) (as modified by NFS 1852.227-14)

“References to subparagraph 3 shall be changed to be subparagraph 4 of paragraph (d) of NFS 1852.227-14”

52.227-14 Rights in Data--General. (DEC 2007) -- Alternate II (Dec 2007)

Insert for paragraph (g)(3): Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

LIMITED RIGHTS NOTICE (DEC 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: [*Agencies may list additional purposes as set forth in 27.404-2(c)(1) or if none, so state.*]

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

52.227-14 Rights in Data--General. (DEC 2007) -- Alternate III (Dec 2007) – as applicable in task orders

Insert for paragraph (g)(4)(i): Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

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

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

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

52.227-16 Additional Data Requirements. (JUN 1987)

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

(offeror fill in)

52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

52.230-2 Cost Accounting Standards. (OCT 2010)

52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

52.232-9 Limitation on Withholding of Payments. (APR 1984)

52.232-17 Interest. (OCT 2010)

52.232-22 Limitation of Funds. (APR 1984)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

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

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

52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

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

52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

52.242-3 Penalties for Unallowable Costs. (MAY 2001)

52.242-4 Certification of Final Indirect Costs. (JAN 1997)

52.242-13 Bankruptcy. (JUL 1995)

52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)

52.244-2 Subcontracts. (OCT 2010)

Fill in: (d) to be completed by Government at time of award; (j) to be completed by Government at time of award

52.244-5 Competition in Subcontracting. (DEC 1996)

52.244-6 Subcontracts for Commercial Items. (DEC 2010) -- Alternate I (JUN 2010)

52.245-1 Government Property. (AUG 2010)

52.245-9 Use and Charges. (AUG 2010)

52.246-25 Limitation of Liability - Services. (FEB 1997)

52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

52.249-14 Excusable Delays. (APR 1984)

52.253-1 Computer Generated Forms. (JAN 1991)

1852.203-70 Display of Inspector General Hotline Posters. (JUN 2001)

1852.216-89 Assignment and Release Forms. (JUL 1997)

1852.219-74 Use of Rural Area Small Businesses. (SEP 1990)

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

1852.223-74 Drug-and alcohol-free workforce. (MAR 1996)

1852.235-70 Center for AeroSpace Information. (DEC 2006)

1852.243-71 Shared Savings. (MAR 1997)

*****NOTE: CLAUSE 52.209-9 BELOW WILL BE INCORPORATED IN RESULTING CONTRACTS IF THE OFFEROR CHECKED "HAS" IN PARAGRAPH (b) OF PROVISION 52.209-7**

52.209-9 (JAN 2011) ALTERNATE I (JAN 2011) UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS

(a)(1) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov/>.

(2) At the first semi-annual update on or after April 15, 2011, the Contractor shall post again any required information that the Contractor posted prior to April 15, 2011.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

52.215-19 Notification of Ownership Changes. (OCT 1997)

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

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

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

(b) The Contractor shall -

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

- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

**52.222-99 Notification of Employee Rights Under the National Labor Relations Act. (JUN 2010)
(DEVIATION)**

(a) During the term of this contract, the Contractor shall post a notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relation Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency, if requested];

(3) Downloaded from the Office of Labor-Management Standards web site at www.dol.gov/olms/regs/compliance/EO13496; or

(4) Reproduced and used [as] exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the Employee Notification referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the Employee Notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and FAR Subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 471, which implements E.O. 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor is not permitted to procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this subpart.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for non

compliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

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

I. Federal Acquisition Regulation (FAR) clauses (48 CFR Chapter 1): <http://www.acqnet.gov/far/>

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

(End of clause)

52.252-6 Authorized Deviations in Clauses. (APR 1984)

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

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

(End of clause)

1852.204-76 Security Requirements for Unclassified Information Technology Resources. (JAN 2011) (DEVIATION) (OCT 2009)

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

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

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

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

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

(4) IT Security Plan - this is a FISMA requirement; the following NASA Policy Directives (NPD) and NASA

Procedural Requirements (NPR) apply: NPR 1600.1, NASA Security Program Procedural Requirements - Chapter 4 and 5; NPD 2800.1B, Managing Information Technology; NPR 2800.1, Managing Information Technology; NPD 2810.1D NASA Information Security Policy; NPR 2810.1A, Security of Information Technology.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL.

All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

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

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

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

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

(End of clause)

1852.215-84 Ombudsman. (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 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 team, 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, Cynthia C. Lee, direct inquires to the Office of Procurement Deputy Director, NASA Langley Research Center, Mail Stop 10, Hampton, VA 23681-2199; phone (757)864-2426; facsimile (757)864-8541. 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)

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)

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 Section I clause 1852.237-72, Access to Sensitive Information, of this contract. 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 DOCUMENTS, EXHIBITS, AND OTHER ATTACHEMENTS

SECTION J - LIST OF ATTACHMENTS

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

Exhibit	Description
Exhibit A	Statement of Work
Exhibit B	Contract Documentation Requirements
Exhibit C	Schedule of Rates for Task Orders*
Exhibit D	Information Technology (IT) Security Management Plan**
Exhibit E	Minimum Qualifications for Labor Categories
Exhibit F	Software Engineering Requirements Matrix – Class D
Exhibit G	Software Engineering Requirements Matrix – Class E
Exhibit H	Organizational Conflicts of Interest Avoidance Plan**

* Selected offeror's Schedule of Rates.

** Selected offeror's plan will be added after approval by the Contracting Officer.

The following attachments are located after Section M of this solicitation, and will not be incorporated into the resulting contract:

Attachment	Description
Attachment 1	Cost Forms and Instructions
Attachment 2	Past Performance Questionnaire and Instructions

Note – Attachments 1 and 2 will be deleted at the time of award.

[END OF SECTION]

PART IV-REPRESENTATIONS AND INSTRUCTIONS

SECTION K — REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

52.204-8 Annual Representations and Certifications. (JAN 2011)

(a)

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

(2) The small business size standard is 1,000 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 certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

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

(c)

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 (C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

- (A) Are not set aside for small business concerns;
 (B) Exceed the simplified acquisition threshold; and
 (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, 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. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification. This provision applies to all solicitations.

(xx) 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:

___ (i) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

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

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

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

X (vi) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (viii) 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 (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

52.209-7 – Information Regarding Responsibility Matters. (JAN 2011)

(a) Definitions. As used in this provision—

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

[END OF SECTION]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Provisions Incorporated by Reference -- SECTION L

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

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

52.215-16 Facilities Capital Cost of Money. (JUN 2003)

52.215-22 Limitations on Pass-Through Charges–Identification of Subcontract Effort. (OCT 2009)

1852.227-71 Request for Waiver of Rights to Inventions. (APR 1984)

1852.227-84 Patent Rights Clauses. (DEC 1989)

52.216-1 Type of Contract. (APR 1984)

The Government contemplates **single** award of a cost plus fixed fee, Indefinite Delivery/Indefinite Quantity contract resulting from this solicitation.

(End of provision)

52.233-2 Service of Protest. (SEP 2006)

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

NASA Langley Research Center
ATTN: Lisa Harvey, Contracting Officer
Bldg. 2101
M/S 12
Hampton VA 23681-2199

(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)

52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

I. Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>

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

(End of provision)

1852.228-80 Insurance – Immunity From Tort Liability. (SEP 2000)

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract:

(a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at FAR 52.228-7, Insurance – Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance – Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution. The clause at NFS 1852.228-82, Insurance – Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

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.1 Offeror Acceptance Period

Proposals submitted in response to this solicitation shall remain firm for at least 180 days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of provision)

L.2 Requirements for Certified Cost or Pricing Data or Information Other than Certified Cost or Pricing Data. (FAR 52.215-20) (OCT 2010) (ALTERNATE IV)(OCT 2010)

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

(b) Provide information described below:

See L.11, VOLUME II - BUSINESS PROPOSAL: FACTOR 2 – COST.

(End of provision)

L.2 Communications Regarding this Solicitation

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

Name: Bobbi Forbes (primary) (757) 864-1770
Lisa Harvey (alternate) (757) 864-2444

Email (preferred): bobbi.forbes@nasa.gov
lisa.m.harvey@nasa.gov

Address: NASA Langley Research Center
MS 12/Bobbi Forbes
Hampton VA 23681-2199

FAX: (757) 864-8541

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

(b) Questions or comments should be submitted within 10 calendar days of the issuance of the solicitation to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

(End of provision)

L.4 Bidders Library

A Bidders library does not exist. See <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=D&pin=23> for all postings related to this solicitation.

L.5 – L.12 Proposal Preparation and Submission – Special Instructions

L.5 Proposal Clarity

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

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

may be viewed as a lack of understanding.

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

(End of provision)

L.6 Proposal Format and Content

(a) Offerors must submit proposals in three (3) volumes:

Volume I	Technical Proposal
Volume II	Business Proposal
Volume III	Past Performance Proposal

(b) All pages in each volume must be numbered. Offerors **shall not** include cost information in the Technical Proposal. Each volume shall include the detailed information outlined below so that it can be evaluated in accordance with the evaluation factors set forth in Section M, Evaluation Factors for Award. Offerors shall structure each volume to adhere to the Factor and Subfactor headings listed below.

(End of provision)

L.7 Proposal Page Limitations

(a) Volume I, Technical Proposal is limited to 15 pages, pages must be numbered.

(b) Volume II, Business Proposal, is not page limited, pages must be numbered.

(c) Volume III, Past Performance Proposal is limited to 15 pages. The page limitation excludes past performance questionnaires.

(d) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type (including graphs, charts, tables). Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Offerors shall not use a font smaller than 8 point type for the excel cost templates. Margin requirements are not applicable to the cost templates.

(e) Tab dividers, title/ cover pages, tables of contents, cross reference matrices, list of figures/acronyms are excluded from the page counts specified in paragraph (a) of this provision. However, additional content on tab dividers, title/cover pages and tables of contents pages will not be evaluated. In addition, the Cost/Price section of the proposal is not page limited, however, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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

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

(h) Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this RFP. All information found at such referenced locations will not be considered in the evaluation of proposals and the selection of a successful Offeror.

L.8 Proposal Submission Information

The Offeror must submit an original and 6 copies of all volumes of the proposal **on or before the date and hour shown in Block 9** of the Standard Form (SF) 33. Proposals may be hand carried to the bid depository at NASA LaRC, Building 2101, Room 308, Hampton, VA 23681-2199. Do not deliver proposals to the Contract Specialist/Contracting Officer, and do not leave proposals unattended. Be aware that heightened and varying security requirements may preclude or delay access to NASA Langley; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

(End of provision)

L.9 Submission of Proposal/Proposed Contract

(a) General

(1) This solicitation requires one original and 6 copies of your proposal, along with an electronic proposal of all volumes.

(2) The original shall be identified as such and remaining copies shall be numbered (e.g., 1 of 6, 2 of 6, etc.) for documentation control. All volumes shall have consecutive page numbers. The cover/title page of all volumes shall be marked "Source Selection Information, See FAR 2.101 and 3.104." All volumes of the hard-copy proposal shall be formatted the same as the electronic proposal.

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

(4) All prospective contractors must complete annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov> and must be registered in the Central Contractor Registration (CCR) database prior to submission of a proposal. Register at: <http://CCR.gov> or by calling 1-888-227-2423.

(b) Volume I, Technical Proposal, and Volume III, Past Performance Proposal

(1) Volumes I and III shall be compatible with Microsoft Word 2007.

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

(c) Volume II, Business Proposal

(1) Volume II shall be compatible with Microsoft Excel 2007. Word processing and PDF formats are not acceptable. The supporting documentation may be submitted in Microsoft Word 2007 format. Supporting documentation shall be clearly cross referenced to the cost information contained in the MS Excel 2007 spreadsheet(s).

(2) It is preferred that all data/information be provided in one file with as many workbooks as necessary. However, if the information requires more than one file, all files shall be saved under one folder. No two files or folders shall have the same file name. All linking must be within each folder, and all linked files must be provided. No external links should be included.

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

(d) Contract Offer

(1) A contract offer shall be submitted with the original of Volume II, Business Proposal. It is critical that a signed contract offer, that is complete and fully responsive to the RFP terms, be submitted with the proposal since it is anticipated that award will be made without discussion.

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

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

(i) One signed original of SF 33 with Blocks 12-18 completed, Part I, The Schedule (Sections B-H) and Part II, Contract Clauses (Section I), and any required Exhibits. **All shaded areas are to be completed by the Offeror.** The additional Exhibits listed in Section J will be added to the contract document by the Contracting Officer at the time of contract award.

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

(iii) Properly acknowledge solicitation amendments (if any)

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

(End of provision)

L.10 Volume I – Technical Proposal

FACTOR 1 – Mission Suitability

Response to the subfactor is important to NASA's evaluation since it conveys an understanding of the technical requirements and the approach for meeting those requirements. The Offeror shall propose its approach to satisfying the Government's technical requirements as set forth in Exhibit A, Statement of Work (SOW) through the response to the subfactor listed below. The subfactor will be used by the Government to evaluate the qualitative merit of the technical proposal. Subcontractors, and any proposed team members, shall be identified along with the role that each team member will contribute in work performance.

Within the response to the subfactor, the offerors discussion of programmatic risk to mission success, e.g., capabilities, technical, schedule, cost, safety, occupational health, security, export control, or environmental shall be addressed.

Subfactor 1: Understanding the Requirements and Technical Approach (URTA)

The offeror shall demonstrate its understanding of the following four work elements, including but not limited to, application of analytical tools, technical challenges, risks, approaches for performance, and the technical disciplines necessary for performance. The offeror shall also identify and describe its analytical tools to be applied to this contract and the number, qualifications, and commitment of personnel to be utilized on this contract to perform the following:

1. Campaign analysis of human and robotic exploration architectures including assessing campaign performance, cost, risk characterization, mission operations and affordability.
2. Design concepts, analysis and optimization of hypersonic atmospheric flight and advanced launch vehicles, including those with scramjet-based propulsion systems, as well as trade studies, the development of performance requirements, technology assessments and risk characterization.
3. Launch vehicle ground operations modeling and analysis including process flow diagrams, ground operations simulations including discrete event modeling, quantification of ground operations related Figures of Merit, process flow requirements, and technology trades.
4. Design concepts and analysis of spacecraft and related subsystems supporting human and robotic planetary exploration missions, as well as trade studies, the development of performance requirements, technology assessments and risk characterization.

L.11 Volume II – Business Proposal

FACTOR 2 – Cost/Price

- (1) In order to determine cost realism, Offerors are required to submit Information Other than Cost or Pricing Data pursuant to FAR 15.403-3.
- (2) Offerors shall comply with the instructions in this section and those on the Cost Forms. Include sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. If contract years cross Offeror fiscal years, show how fiscal year rates were apportioned to establish contract year rates.
- (3) An important prerequisite for the award of the contract is that the offeror must have an accounting system that is capable of accurately collecting, segregating and recording costs by contract and by individual task order. FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. A contract may only be awarded to the offeror who is determined to have an adequate accounting system and determined responsible in accordance with FAR 9.104. The offeror may be required to submit additional information sufficient to demonstrate that the offeror meets the applicability standards in FAR 9.104. Such information will be requested pursuant to FAR 9.105-1; and will not constitute discussions pursuant to FAR 15.304.
- (4) The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. Provide the date of acceptance/approval for each system and the cognizant contract audit office. List any other systems, e.g., estimating, purchasing, billing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. Explain any existing conditional acceptances/approvals and the

compliance status of any systems(s) for which acceptance or approval is currently withheld. If applicable, provide a copy of the most current Forward Pricing Rate Agreement.

(5) The offeror shall provide the following contract administration information: (i) Cognizant Government Audit Agency (GAA) with mailing address, email address, telephone number, and fax number and (ii) Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(6) The Offeror shall prepare the cost proposal in a manner consistent with its current accounting system.

(7) Cost Forms:

Offerors are required to complete the Cost Forms in Attachment 1 to this solicitation. Cost Forms in word processing or PDF formats are NOT acceptable. The cost evaluation will be focused on the completed Cost Forms and the supporting narrative. Offerors may submit additional spreadsheets only if the narrative does not adequately support the information in the Cost Forms. Show the calculation of absolute values in the Cost Forms, and any other explanations requiring spreadsheet calculation. Any information provided on contractor-generated spreadsheets that does not specifically flow into or support a Cost Form could impact NASA's confidence level in the Offeror's cost proposal.

Attachment 1 includes five separate forms as follows:

Form 1 – Template for the Cost Plus Fixed Fee proposal

Form 2 – Price Summary for proposed subcontractors, if applicable

Form 3 – Status of Systems Reviews

Form 4 – Fully-Burdened Labor Rates

Form 5 – Rate Charts

The Offeror's cost proposal shall include a completed copy of Attachment 1, which shall incorporate the following:

a. Within Form 1, labor categories, as defined in Exhibit E, and respective hours as follows:

	<u>Year 1</u> 8/1/2011 – 7/31/2012	<u>Year 2</u> 8/1/2012 – 7/31/2013	<u>Year 3</u> 8/1/2013 – 7/31/2014	<u>Year 4</u> 8/1/2014 – 7/31/2015	<u>Year 5</u> 8/1/2015 – 7/31/2016	TOTAL
Principal Engineer	140	140	140	140	140	700
Sr. Engineer	1,100	1,193	1,293	1,220	1,524	6,330
Engineer	3,420	3,732	4,075	4,455	4,868	20,550
Engineer in Training	150	150	150	150	150	750
Technical Illustrator	50	50	50	50	50	250
Technical Fellow	25	25	25	25	25	125
Total Direct Labor	4,885	5,290	5,733	6,040	6,757	28,705

Form 1 has already been populated with the labor categories and hours listed in the table above. Offerors shall not change the labor categories and hours included in Form 1 of this solicitation.

- b. Within Form 1, all proposed indirect rates, and respective bases and costs, for each period / year listed in Form 1. Form 1 should include applicable indirect costs such as Fringe Benefits, Labor Overhead, G&A, and Facilities Capital Cost of Money. However, Offerors shall tailor Form 1 according to their established accounting policies and practices, and shall classify and include or exclude indirect costs/rates accordingly.
- c. Within Form 1, Other Direct Cost (ODC) amounts as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Travel	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$250,000
Miscellaneous	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$100,000
Total ODCs	\$70,000	\$70,000	\$70,000	\$70,000	\$70,000	\$350,000

The amounts for "Travel" cited above include all travel for the prime Offeror and its subcontractor(s).

The amounts for "Miscellaneous" cited above include ODCs for copies, fax, office supplies, shipping, and projector. Like travel, the miscellaneous costs cited above include said expenses for the prime Offeror and its subcontractor(s).

Form 1 has already been populated with the ODC amounts listed in the table above. If any ODC costs are proposed in addition to the costs cited in the table above, the Offeror shall provide an itemized breakdown including the description, quantity, unit cost, and total cost for each proposed item.

- d. A completed Form 2, which will reflect each subcontract and/or consultant, if proposed. In accordance with Form 2, Offerors shall include the following for each proposed subcontract and/or consultant:
- i. Subcontractor or consultant's name
 - ii. A list of all proposed labor categories
 - iii. Total proposed labor hours
 - iv. Subcontractor or consultant's total burdened labor cost excluding profit / fee
 - v. The subcontractor or consultant's profit / fee
 - vi. The total subcontract or consultant price proposed by the prime Offeror, which is the sum of the figures required in items (iv) and (v) above
 - vii. Subcontract type
 - viii. Total price as proposed by the subcontractor or consultant. If applicable, explain any differences between the subcontractor or consultant's total proposed price and that proposed by the prime Offeror (i.e., the figure in item (vi)).

Note that the sum of the prices required in item (vi) above shall equal the total cost for subcontracts and/or consultants listed in Form 1.

- e. A completed Form 3, which will provide the status of the offeror's system(s) such as its accounting, estimating, purchasing, billing, compensation, and budgeting systems.
- f. A completed Form 4, which will provide a breakdown of the offeror's fully-burdened rates excluding fee. Instructions for completing Form 4 are on the form itself.
- g. A completed Form 5, which will provide a breakdown of all proposed direct labor, indirect, escalation, and fee rates by Contractor Fiscal Year (CFY) and Contract Year (CY). The rates presented in Form 5 shall be consistent with those presented in Form 1 and Form 4.

(8) Subcontractor Proposal Information:

Each subcontract expected to exceed \$1,000,000.00, which provides direct labor, shall be supported in the same manner as that required of the prime Offeror (i.e., consistent with the cost/pricing instructions of this solicitation). However, each subcontractor, regardless of the total proposed subcontract price, shall provide its total

proposed labor cost burdened with all associated indirect costs but not burdened with fee/profit; appropriately completing Form 2 satisfies this requirement. Prospective subcontractors may submit proprietary cost data directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation. The price(s) presented in the Offeror's proposal for the subcontracted effort(s) will be considered the intended price(s). If applicable, explain any differences between the subcontractor or consultant's total proposed price and that proposed by the prime Offeror. Offerors shall support the selection of their subcontractors and provide sufficient information to support their determination of price/cost reasonableness of subcontractors proposed costs. See FAR 15.404-3, Subcontract pricing considerations. If there are any large business subcontractors, a statement shall be provided on the status of the Cost Accounting Standards Disclosure Statement, whether the submitted proposal was developed in accordance with that Disclosure Statement, and the status of any unresolved Cost Accounting Standard issues.

(9) Direct Labor:

The cost proposal shall include the labor categories and hours presented in subsection L.11(7)a. and Attachment 1, Form 1, of this solicitation. Offerors shall explain any composite hourly rates crossing fiscal years and/or combining multiple employees. However, do not combine or reflect Offeror and subcontractor rates as composite(s). All proposed labor rates included in Form 1 shall be for the prime Offeror's employees, or those anticipated being employees of the prime Offeror. Include anticipated escalation unless escalation is prohibited by law, regulation, or a specific clause in this document.

(10) Indirect Rates/Costs:

The Offerors shall: (a) Provide the source or derivation of each rate; (b) Identify the indirect rates separately (e.g., fringe benefits, labor overhead, subcontract handling, G&A, and cost of money); (c) Specify the application base for each rate; and (d) Explain all composite indirect rates, if applicable.

Offerors shall include within their proposal a copy of their most recent GAA rate approval, or provisional billing rate approval letter, in support of all indirect rates utilized within their proposal. If not clearly shown on the cognizant GAA letter, Offerors shall also provide the name and phone number of their cognizant GAA office.

For each indirect cost pool, Offerors shall: (e) State whether this contract has been considered in determining the proposed indirect rates; and (f) If indirect rates have not been reviewed within the last 12 months by the responsible GAA, provide a cost history for the last three years, including the actual expense pools and application base amounts for the larger indirect cost pools (e.g., overhead, fringe benefits, and G&A).

If a service center or indirect rate has been established and proposed for this contract, the Offeror shall explain its content.

Each Offeror shall ensure that its cost proposal is consistent with its total compensation plan.

(11) Other Direct Costs (ODCs):

The cost proposal shall include the ODC costs presented in subsection L.11(7)c. and Attachment 1, Form 1, of this solicitation. If any ODC costs are proposed in addition to the costs cited at L.11(7)c. and in Form 1, the Offeror shall provide an itemized breakdown including the description, quantity, unit cost, and total cost for each proposed item.

(12) Facilities Capital Cost of Money (FCCOM):

Clearly identify FCCOM if you choose to include it in your proposal (ref: FAR 52.215-16 Facilities Capital Cost of Money). If FCCOM is not proposed, FAR Clause 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract.

(13) Escalation:

Include anticipated escalation factors and amounts unless escalation is prohibited by law, regulation, or a

specific clause in this document. Provide the derivation and rationale for the proposed escalation rates. Discuss the rationale for not escalating any elements that would normally be escalated.

(14) Fixed Fee:

Show the amounts proposed for fee for each contract year. Provide rationale for the proposed amounts. Show how FCCOM (see 52.215-16) was considered in the calculation of the proposed fee.

(15) Indefinite Delivery Indefinite Quantity (IDIQ) Schedule of Rates:

The labor categories identified in the Schedule of Rates shall be used to establish the labor rates. The Offeror's labor rates shall be fully-burdened through G&A. Development of the proposed fully-burdened rates [excluding fee] shall be consistent with the Offeror's completed Attachment 1. The subcontracted direct labor rates shall be fully-burdened with all applicable subcontractor indirect costs, including fee. The Offeror shall identify and explain the basis for any prime Offeror burdens on the subcontract rates. Any such burden shall be consistent with the Offeror's established accounting policy and procedures.

The Schedule of Rates shall identify prime Offeror and significant subcontractor(s) (\$1,000,000.00) rates separately (a Schedule of Rates is not required for Consultants). If a labor category is to be subcontracted, in whole or in part, identify it in the Schedule of Rates. If any labor category is proposed to be performed by both the Offeror and a subcontractor, add a line to that labor category within the Schedule of Rates table and list the labor rates on two lines, one with the Offeror's burdened rate and one with the significant subcontractor's fully-burdened rate.

Explain the direct and indirect rates and application bases used to derive the proposed fully-burdened rates and provide supporting spreadsheets that correlate with and are traceable to those used to establish the proposed contract estimate. Apportion any labor considered direct by the offeror's accounting system that is not considered direct labor as defined in this document to the direct labor categories/rates. Explain any composite hourly rates crossing fiscal years or combining multiple labor categories. Do not combine or reflect Offeror and subcontractor rates as composite.

(End of provision)

L.12 Volume III – Past Performance

FACTOR 3 – Past Performance

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

2. Proposal Content - Include a list of contracts that the offeror, as well as any significant subcontractors (over \$1,000,000.00), has held within the past three years for requirements that are similar in size, work content, and complexity to the requirements of this solicitation. For each contract identified, include:

- a. Contract Number
- b. Contracting Agency
- c. Points of contact in the program and contracting offices, including accurate telephone numbers and e-mail addresses
- d. Contract type

- e. Contract beginning and ending dates
- f. Original cost/price and delivery terms, as well as actual cost/price and delivery
- g. Base, fixed, incentive and award fee available, if applicable. Incentive and/or award fee actually earned (by contract year), if applicable
- h. Description of contract work content, mapped to the statement of work in this RFP where applicable.
- i. The extent to which contract objectives were met, including (select, as appropriate)
 - 1. Technical
 - 2. Schedule
 - 3. Cost
 - 4. Management
 - 5. Security and Protection of Sensitive Information
 - 6. Overall mission success (identify problems in delivered hardware and software that resulted in delays or failures)

Include a list of the firms that will submit past performance questionnaires (see paragraph 3. below), along with the written consent of proposed subcontractors to allow NASA to discuss the subcontractors' past performance with the offeror.

3. Past Performance Questionnaires - Each offeror, as well as each significant subcontractor (\$1,000,000.00), shall select three customers for whom it has performed services or delivered products in the last three years that are similar in size (in dollars per year), work content, and complexity to the requirements of this solicitation. The offeror shall provide each of these customers a Past Performance Questionnaire (Attachment 2 to this solicitation) for completion and submission to the Contract Specialist for this solicitation. The selected customers must return or fax this questionnaire within the timeframe specified in this solicitation to the address or fax number provided on the questionnaire. NASA may verify the information submitted through discussions with the references provided.

4. Independent Past Performance Information - NASA may contact other references, aside from those provided by offerors and their proposed significant subcontractors, and may consider their comments, or information obtained from other sources, during the source selection process. While NASA may elect to consider data obtained from other sources, offerors retain the burden of providing pertinent references that NASA can readily contact, and for presenting information establishing the pertinence of their experience to NASA's requirements under this RFP.

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 Method of Evaluation

- a) Proposals received in response to this solicitation will be evaluated by a source evaluation team in accordance with FAR 15.3 and NFS 1815.3. The team will rate Mission Suitability and Past Performance using the adjectival ratings and associated definitions in NFS 1815.304-70 and the level of confidence ratings set forth in NFS 1815.305 respectively. The team will consider Cost/Price in accordance with this Section M.
- b) The Source Selection Authority (SSA), after consultation with the source evaluation team and other advisors, will select the Offeror that can perform the contract in a manner most advantageous to the Government, all

factors considered. The SSA will make an integrated assessment of each offer and comparatively evaluate competing offers, considering input from the source evaluation team. The SSA will consider adjectival ratings assigned by the source evaluation team and evaluated costs. The SSA will base selection on qualitative proposal differences that are reflected by the adjectival ratings, as opposed to basing selection on mere differences in ratings, as well as evaluated costs.

- c) Evaluation will be on the basis of material presented and substantiated in the Offeror's proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the Offeror and/or inability to demonstrate adequate qualifications and resources. The Offeror's attention is directed to Section L which provides important instructions concerning proposal preparation.

d) Adjectival Ratings Scale/Definitions for Mission Suitability IAW (NFS 1815.305)

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

e) Findings Definitions for Mission Suitability

The definitions for Deficiency, Weakness, and Significant Weakness are required to be used as defined in FAR Part 15.001 as follows:

Deficiency: is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

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

Significant Weakness: in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

The definitions for Strength and Significant Strength are not in the FAR, however, the following definitions will be used:

Strength: An aspect of the proposal that increases the probability of successful contract performance.

Significant Strength: An aspect of the proposal that appreciably increases the probability of successful contract performance.

(End of provision)

Evaluation Factors (M.2 – M.4)

M.2 FACTOR 1 – Mission Suitability (Volume 1)

The content of this section of the Offeror's proposal will provide the basis for evaluation of the Offeror's response to the technical requirements of the solicitation. Note: NASA will perform an analysis of the proposed cost elements and fee to assess cost realism and the Offeror's capability to accomplish the contract objectives within the cost proposed. A lack of resource realism may adversely affect Mission Suitability scores, and result in cost realism adjustments under the cost factor. NASA will also evaluate the offeror's proposal to assess compliance with FAR 52.219-14, Limitation on Subcontracting (NOTE: FAR 52.219-14 requires that "at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.")

Within the response to the subfactor, the offerors discussion of programmatic risk to mission success, e.g., capabilities, technical, schedule, cost, safety, occupational health, security, export control, or environmental shall be evaluated.

Subfactor 1: Understanding the Requirements and Technical Approach (URTA)

NASA will evaluate the offeror's understanding of the following four work elements, including but not limited to, application of analytical tools, technical challenges, risks, approaches for performance, and the technical disciplines necessary for performance. NASA will evaluate the analytical tools to be applied to this contract and the number, qualifications, and commitment of personnel to be utilized on this contract to perform the following:

1. Campaign analysis of human and robotic exploration architectures including assessing campaign performance, cost, risk characterization, mission operations and affordability.
2. Design concepts, analysis and optimization of hypersonic atmospheric flight and advanced launch vehicles, including those with scramjet-based propulsion systems, as well as trade studies, the development of performance requirements, technology assessments and risk characterization.
3. Launch vehicle ground operations modeling and analysis including process flow diagrams, ground operations simulations including discrete event modeling, quantification of ground operations related Figures of Merit, process flow requirements, and technology trades.
4. Design concepts and analysis of spacecraft and related subsystems supporting human and robotic planetary exploration missions, as well as trade studies, the development of performance requirements, technology assessments and risk characterization.

M.3 FACTOR 2 – Cost/Price Analysis (Volume II)

NASA will conduct an analysis of the proposed cost to determine its reasonableness, acceptability and extent to which it reflects performance and resources addressed in the technical proposal. In addition, NASA will perform an analysis of the proposed cost elements and fee to assess cost realism and the Offeror's capability to accomplish the contract objectives within the cost proposed. A lack of resource realism may adversely affect Mission Suitability ratings, and result in cost realism adjustments under this cost factor (NFS 1815.304-70(b)(2)(i)). NASA also will develop a probable cost that factors in NASA's technical evaluation for purposes of determining best value.

(End of provision)

M.4 FACTOR 3 – Past Performance (Volume III)

Under the Past Performance factor, NASA will evaluate overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. The confidence rating assigned to Past Performance (see level of confidence definitions below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating. Offerors are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on the overall evaluation.

Past Performance Ratings - The confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "pertinence" component. The offeror must meet the requirements of both components to achieve a particular rating. In assessing pertinence, the Government will consider the degree of similarity in size (in dollars per year), work content, and complexity to the requirements in this solicitation, as well as the recency, and duration of the past performance with more recent and/or longer duration work being considered more pertinent.

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

Very High Level of Confidence

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

High Level of Confidence

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

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

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

Neutral

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

M.5 Relative Importance of Evaluation Factors and Subfactors

Overall, in the selection of an Offeror for contract award, the Mission Suitability, Cost, and Past Performance factors will be of essentially equal importance. The Mission Suitability and Past Performance factors, when combined, are significantly more important than the Cost factor.

(End of provision)

[END OF SECTION]