

INFORMATION TO OFFERORS OR QUOTERS		Solicitation Number: NNA10345000R
OMB Control No.: 2700-0042 Exp. Date: N/A		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP) <input type="checkbox"/> Negotiated (RFQ) <input type="checkbox"/> Negotiated (NRA)
Issuing Office: NASA Ames Research Center Acquisition Division Moffett Field, CA 94035-1000	Point of Contact: NO COLLECT CALLS ACCEPTED Name: Naomi Castillo-Velasquez Mail Stop: 243-1 Telephone: (650) 604-3421 Fax: (650) 604-3952 Email: Naomi.Castillo-Velasquez@nasa.gov	
Item(s) to Be Acquired: Technical Services for Aerospace Systems Modeling and Simulation II (SimLabs II)		
This Solicitation Is: <input checked="" type="checkbox"/> Unrestricted--Full and Open Competition <input type="checkbox"/> Set-Aside 100% for <input type="checkbox"/> Small Business <input type="checkbox"/> 8(a) <input type="checkbox"/> HUBZone <input type="checkbox"/> SDVOSB <input type="checkbox"/> Small Business Competitiveness Demo Program <input type="checkbox"/> Designated Industry Group <input type="checkbox"/> Targeted Industry Category <input type="checkbox"/> Emerging Small Business Set-Aside <input type="checkbox"/> Agency Reinstated Small Business Set-Aside <input type="checkbox"/> Full and Open Competition <input type="checkbox"/> Intended for award with Other than Full and Open Competition pursuant to FAR 6.302- To: <i>Potential Offerors are invited to submit a proposal to demonstrate their capability to meet the requirements of this solicitation.</i> <input type="checkbox"/> For planning/informational purposes only and will not result directly in a contract award. See Section L.		
Ames Research Center procurements are published on the Internet. The ARC Procurement Site URL is: http://procure.arc.nasa.gov		
CRITICAL ELEMENTS OF INFORMATION: <i>Your attention is invited to the following:</i> <input checked="" type="checkbox"/> Section K. You MUST complete the "Representations, Certifications, and Other Statements" included here. <input checked="" type="checkbox"/> Sections L and M. Note the instructions contained therein, with particular attention to the Section L provision, "Late Submissions, Modifications, and Withdrawal of Bids," or "Late Submissions, Modifications, and Withdrawal of Proposals." Section M sets forth evaluation information. <input checked="" type="checkbox"/> Section L, NFS 1852.215-77. Pre-Solicitation Conference was held on for July 27, 2011. Information regarding the pre-solicitation conference has been posted on FedBizOpps. <input type="checkbox"/> It is the policy of the United States that competitive procedures be used to the maximum practical extent in the awarding of subcontracts by prime contractors. This policy is endorsed and fully supported by NASA and Ames Research Center. See Section L, FAR 52.244-5. <input checked="" type="checkbox"/> Other: See procurement "Highlights of NASA Ames Research Center's Request for Proposal (RFP) for "Technical Services for Aerospace Systems Modeling and Simulation II (SimLabs II)" document.		
OTHER IMPORTANT INSTRUCTIONS: 1. The envelope(s) used to submit your reply must be plainly marked with the solicitation number (as shown above), and the date and local time set forth in the solicitation document for bid opening or receipt of proposal/price quotation. 2. You MUST acknowledge in your bid or proposal/quotation your receipt of any and all amendments to this solicitation. 3. IN THE EVENT OF A CONFLICT BETWEEN THIS COVER SHEET AND THE SOLICITATION, THE SOLICITATION TAKES PRECEDENCE.		

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE OF PAGES 1 98
2. CONTRACT NO.	3. SOLICITATION NO. NNA10345000R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200345000	
7. ISSUED BY NASA Ames Research Center Attn: Naomi Castillo-Velasquez, M/S 243-1 Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers as instructed in L.5(b)(1) for original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in Bldg. 241, Room 232 until January 9, 2012, Noon PST.
CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Naomi Castillo-Velasquez	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-3421	C. EMAIL ADDRESS Naomi.Castillo-Velasquez@nasa.gov
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. AREA CODE NUMBER EXT			17. SIGNATURE	18. OFFER DATE
<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>		BLOCK 25
24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center Attn: TBD Moffett Field, CA 94035-1000		25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE	CFS:203-18
26. NAME OF CONTRACTING OFFICER (Type or print) <i>(Signature of Contracting Officer)</i>		27. UNITED STATES OF AMERICA		28. AWARD DATE

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

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[END OF SECTION]

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1. SUPPLIES/SERVICES TO BE PROVIDED

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/ Specification/Work Statement set forth in Section C and as identified under individual task orders. This is a single Cost-Plus-Award-Fee (CPAF) type contract with Core and Indefinite Delivery Indefinite Quantity (IDIQ) Contract Line Items (CLIN).

Item No.	Description	SOW	Qty	Unit
BASE PERIOD				
01*	SimLabs II, Phase-In Period set forth in Section F, paragraph F.2(a)	3.5.7	1	Job
01A*	SimLabs II, Core Requirement, Base Period set forth in Section F, paragraph F.2(a)	3.5	1	Job
01B	SimLabs II, Indefinite Delivery/Indefinite Quantity Requirement, Base Period, set forth in Section F, paragraph F.2(a)	3.1, 3.2, 3.3, and 3.4	TBD	Task Order

* Base Period – Only Line Item No. 01 (Phase-In) and 01A Core Requirement will be awarded at time of award:

(b) OPTION PERIODS:

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

Item No.	Description	SOW	Qty	Unit
OPTION PERIOD ONE				
02A	SimLabs II, Core Requirement, Option Period One, set forth in Section F, paragraph F.2(b)	3.5	1	Job
02B	SimLabs II, Indefinite Delivery/Indefinite Quantity Requirement, Option Period One, set forth in Section F, paragraph F.2(b)	3.1, 3.2, 3.3, and 3.4	TBD	Task Order
OPTION PERIOD TWO				
03A	SimLabs II, Core Requirement, Option Period Two, set forth in Section F, paragraph F.2(c)	3.5	1	Job
03B	SimLabs II, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Two, set forth in Section F, paragraph F.2(c)	3.1, 3.2, 3.3, and 3.4	TBD	Task Order
OPTION PERIOD THREE				
04A	SimLabs II, Core Requirement, Option Period Three, set forth in Section F, paragraph F.2(d)	3.5	1	Job
04B	SimLabs II, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Three, set forth in Section F, paragraph F.2(d)	3.1, 3.2, 3.3, and 3.4	TBD	Task Order
OPTION PERIOD FOUR				
05A	SimLabs II, Core Requirement, Option Period Four, set forth in Section F, paragraph F.2(e)	3.5	1	Job
05B	SimLabs II, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Four, set forth in Section F, paragraph F.2(e)	3.1, 3.2, 3.3, and 3.4	TBD	Task Order

(c) Contract Line Item Numbers (CLINs) 01, 01A, 02A, 03A, 04A and 05A are performance-based Cost-Plus- Award-Fee (CPAF) Core Requirement items. If the Core Requirement decreases, or increases, the Government reserves the right to re-negotiate the Cost-Plus-Award-Fee value.

(d) CLINs 01B, 02B, 03B, 04B and 05B are Indefinite Delivery/Indefinite Quantity (IDIQ) items where Cost-Plus-Award-Fee task orders will be issued in accordance with Clause H.2 (Task Ordering Procedure) by the Contracting Officer at the rates set forth in Section J, paragraph J.1 (a), Attachment 11, Cost Template Workbook.

(END OF CLAUSE)

B.2. ESTIMATED COST AND AWARD FEE (1852.216-85) (SEP 1993)

(a) The estimated cost for CLIN 01 is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

(b) The estimated cost for CLIN 01A is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

(c)The estimated cost for CLIN 02A is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

(d)The estimated cost for CLIN 03A is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

(e)The estimated cost for CLIN 04A is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

(f)The estimated cost for CLIN 05A is \$(see table below). The maximum available award fee, excluding base fee, if any, is \$(see table below). The base fee is \$0.00. Total estimated cost, base fee, and maximum award fee are \$(see table below).

B.3 SUMMARY OF CONTRACT VALUE FOR CORE REQUIREMENTS

The breakout of Core Requirement Estimated Cost and Award Fee for Base and Option Periods is as follows:

CONTRACT VALUE SUMMARY-CORE	Phase-In CLIN 01	Year 1 Base CLIN 01A	Year 2 Option One CLIN 02A	Year 3 Option Two CLIN 03A	Year 4 Option Three CLIN 04A	Year 5 Option Four CLIN 05A	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Award Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

B.4. CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS

This clause identifies the Estimated Cost to be paid for acceptable performance of all services described in task orders issued. This clause will be updated on a periodic basis to reflect the value of issued task orders and represents the IDIQ Estimated Cost and Award Fee Ceiling.

The total contract value for CLINs 01B, 02B, 03B, 04B and 05B, base and all option periods, if awarded, is as follows:

CONTRACT VALUE SUMMARY- IDIQ	Year 1 Base CLIN 01B	Year 2 Option One CLIN 02B	Year 3 Option Two CLIN 03B	Year 4 Option Three CLIN 04B	Year 5 Option Four CLIN 05B	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Award Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

B.5. CONTRACT FUNDING (NFS 1852.232-81) (JUNE 1990)

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

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

SUMMARY OF CONTRACT FUNDING Schedule 1 - Core Requirements	FROM	BY	TO
Cost (CAS)	\$TBD	\$TBD	\$TBD
Cost (Non-CAS)	\$TBD	\$TBD	\$TBD
Award Fee (CAS)	\$TBD	\$TBD	\$TBD
Award Fee (Non-CAS)	\$TBD	\$TBD	\$TBD
Total Cost Plus Award Fee (CAS)	\$TBD	\$TBD	\$TBD
Total Cost Plus Award Fee (Non-CAS)	\$TBD	\$TBD	\$TBD

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

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

SUMMARY OF CONTRACT FUNDING Schedule 2 - IDIQ Requirements	FROM	BY	TO	Fund through Date
Cost (CAS)	\$TBD	\$TBD	\$TBD	See Specific Task
Cost (Non-CAS)	\$TBD	\$TBD	\$TBD	
Award Fee (CAS)	\$TBD	\$TBD	\$TBD	
Award Fee (Non-CAS)	\$TBD	\$TBD	\$TBD	
Total Cost Plus Award Fee (CAS)	\$TBD	\$TBD	\$TBD	
Total Cost Plus Award Fee (Non-CAS)	\$TBD	\$TBD	\$TBD	

Schedule 1 and Schedule 2 shall each operate independently for purposes of the Limitation of Cost and Limitation of Funds clauses of this Contract (incorporated in Section I).

(END OF CLAUSE)

B.6. LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for (TBD) months from the effective date of the contract. This contract also includes three 1-year and one (TBD) option periods if exercised by the Government. Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the contracting officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(END OF CLAUSE)

B.7. MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 01B, 02B, 03B, 04B and/or 05B during the potential effective period of this contract is \$100,000.00 (Estimated Cost and Award Fee). The maximum amount of supplies or services that may be ordered under CLINS 01B, 02B, 03B, 04B and 05B during the potential effective period of this contract is \$72,000,000.00 (Estimated Cost and Award Fee). The minimum and maximum specified in this paragraph apply only to *orders placed under CLINS 01B, 02B, 03B, 04B and 05B of this contract*. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 01B, 02B, 03B, 04B and/or 05B, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$100,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 01B, 02B, 03B, 04B and 05B, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$72,000,000.00.

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 01B, 02B, 03B, 04B and 05B of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount of \$72,000,000.00 may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed **10%** of the original maximum amount of \$72,000,000.00.

(END OF CLAUSE)

B.8. SUPPLEMENTAL TASK ORDERING PROCEDURE (COST REIMBURSEMENT)

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates which may be less than, but shall not exceed, the rates found in Attachment J.1(a) 11, entitled “Cost Template Workbook” for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. Notwithstanding the use of the rates set forth in Attachment J.1(a) 11 for estimating purposes, the Contractor will be reimbursed costs based on their current DCAA approved rates subject to audit by the Government.

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

(c) The Government and Contractor agree that the award fee percentage specified in Attachment J.1(a) 11 shall be used to calculate the award fee pool on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. The award fee pool is the award fee percentage multiplied by the negotiated labor cost of the task order. For task orders under this contract, the award fee associated with the task order shall be calculated by multiplying the award fee percentage, as adjusted pursuant to the award fee evaluation process specified in the Performance Evaluation Plan, against the award fee pool amount.

(END OF CLAUSE)

B.9. ESTIMATED COST INCREASES

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

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

(c) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost.

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

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost
Requested increase in estimated cost

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

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

(ii) Rationale for the increases and the projected cost to complete.

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

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

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

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

(b) Work shall be accomplished in accordance with the Statement of Work, entitled "Technical Services for Aerospace Systems Modeling and Simulation II (SimLabs II)" which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF CLAUSE)

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

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

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

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

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF CLAUSE)

F.2. PERIOD OF PERFORMANCE

(a) BASE PERIOD (Phase-In, Base and IDIQ Requirements)

Phase-In (NTE 30 days) shall be included in the Base Period performance period. The performance of the base period shall be for (TBD) months from the effective date of the contract through September 30, 2012.

(b) OPTION PERIOD ONE

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

(c) OPTION PERIOD TWO

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

(d) OPTION PERIOD THREE

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

(e) OPTION PERIOD FOUR

If exercised, the period of performance shall be (TBD) Months from the end of Option Period Three.

(END OF CLAUSE)

F.3. DELIVERY SCHEDULE

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

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

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

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, *Delivery of Reports*.

(END OF CLAUSE)

F.4. DELIVERY OF REPORTS

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

(END OF CLAUSE)

F.5. PLACE OF PERFORMANCE

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

(END OF CLAUSE)

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

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

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE—LICENSING
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-76	JAN 2011	LIST OF GOVERNMENT FURNISHED PROPERTY (<i>1st sentence insert:</i> "See Section J.1(a) 4, "GOVERNMENT PROPERTY LIST"; <i>2nd sentence insert:</i> "Ames Research Center, or as defined in each task order.")
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY

(END OF CLAUSE)

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

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

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

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

Email: NSSC-AccountsPayable@nasa.gov

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

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

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

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

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

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

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

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

(ii) Copy 2 Auditor

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

(iii) Copy 3 Contractor

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

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

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

Email: NSSC-AccountsPayable@nasa.gov

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

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

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	VP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

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

(END OF CLAUSE)

G.5. TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

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

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

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

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

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is—

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

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

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

(END OF CLAUSE)

G.6. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (NFS 1852.245-70) (JAN 2011)

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

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

- (i) Justify the need for the property;
 - (ii) Provide the reasons why contractor-owned property cannot be used;
 - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
 - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
 - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.
- (2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

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

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

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

(END OF CLAUSE)

G.7. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JAN 2011) (ALT 1) (JAN 2011)

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

NASA Procedural Requirements (NPRs)

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

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

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1 (h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

- (i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.
- (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (iii) The Contractor shall establish a record of Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
- (iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall

assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

- (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- (2) Office furniture.
- (3) Property listed in Section J, paragraph J.1(a), Attachment 4, of the contract.
- (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
- (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
- (4) Supplies from stores stock.
- (5) Publications and blank forms stocked by the installation.
- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities: Other Center Facilities (such as laboratories and computers as required for completion of the tasks).
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

G.8 NFS 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: [Not Applicable], 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.9. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (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:

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

Mark for: (To be completed at contract award), COTR

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

(END OF CLAUSE)

G.10. PROPERTY MANAGEMENT CHANGES (NFS 1852.245-75) (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)

G.11. GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245-80) (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times:

[TBD]

(i) Existing available Government property listed in the provision at 1852.245-81 is provided "as-is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property as included in this solicitation, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(END OF CLAUSE)

G.12. OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82) (JAN 2011)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (<i>Insert</i> : NASA Ames Research Center)
1852.228-72	SEP 1993	CROSS-WAIVER OF LIABILITY FOR SPACE SHUTTLE SERVICES
1852.228-76	DEC 1994	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (FEB 2003)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALT I) (SEP 1989) (ALT II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

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

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

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

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

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

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

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

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

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

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

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

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

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

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

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

H.5. INCORPORATION OF THE CONTRACTOR’S PROPOSAL

The Contractor’s Mission Suitability and Cost volumes of its proposal, including revision(s), submitted in response to the solicitation entitled “Technical Services for Aerospace Systems Modeling and Simulation (SimLabs II)” are hereby incorporated into this contract by reference.

(END OF CLAUSE)

H.6. EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)

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

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

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

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

(END OF CLAUSE)

H.7. DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004)

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

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

(END OF CLAUSE)

**H.8. SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (OCT 2006)
ALTERNATE I (OCT 2006)**

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

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

(c) The Government hereby designates that Contractor comply with the terms of a third-party software license and the obligations and requirements regarding use, protection and disclosure set forth in Clauses H.16, Management and Protection of Data, and H.17, Handling of Data, for the following identified categories of data/information:

All third-party information/software covered under a license or otherwise proprietary (e.g., Advanced Cockpit Flight Simulator Data (Boeing 747-400 and Boeing 737-800W data simulation packages))

All Government background software (e.g., Virtual Airspace Simulation Technology Real-Time (VAST-RT)) shall be handled as Government Sensitive Information; and

All Contractor-produced software products and software derivative works of Government background software shall be treated as Government Sensitive Information.

When known, the Government will identify in each task request any other third-party proprietary information/software that will be provided to Contractor under that proposed task.

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

(END OF CLAUSE)

**H.9. INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98)
(OCT 2004)**

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

(END OF CLAUSE)

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

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

(b) The nature of this potential conflict is:

The NASA-ARC simulation facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, private aircraft/airframe/avionics manufacturers conduct simulations in these facilities. The operations/ maintenance Contractor will be responsible for all or major aspects of simulation operation from inception through post-test documentation of aircraft or avionics models that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. Access by the operations/maintenance Contractor to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest.

Further, the customers of the simulation facilities are aerospace vehicle designers and manufacturers. If the awardee or one of its subcontractors were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers might cease to use NASA-ARC expertise and facilities. This would negate the purpose of the simulation laboratories and facilities as a national resource.

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

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

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

(i) Design, develop, or produce aerospace vehicles; or

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

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

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

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

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

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

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

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

(f) The term "Contractor" as used in this clause shall include:

(i) the corporate or other entity executing this Contract with the Government;

(ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and

(iii) the Contractor's subcontractors that:

(A) support SimLabs II, as delineated in the Statement of Work of this Contract or

(B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with SimLabs II.

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

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

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

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

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

(END OF CLAUSE)

H.11. PATENT RIGHTS

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

(END OF CLAUSE)

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

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

(END OF CLAUSE)

H.13. PERFORMANCE ASSESSMENT

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

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

OVERALL MANAGEMENT

Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).

QUALITY

Quality of the work performed under the contract or task order.

TIMELINESS

Timeliness of completing the contract or task order milestones and submitting deliverables.

PRICE/COST

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

OTHER

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

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

(END OF CLAUSE)

H.14. CONTRACTOR PURCHASING (COST REIMBURSEMENT)

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

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

(END OF CLAUSE)

H.15. NON-PERSONAL SERVICES

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

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this

contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

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

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

(b) Data specifically used.

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

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

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

(c) Data first produced.

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

(END OF CLAUSE)

H.18 COST AVOIDANCE & REDUCTION (ARC Clause 243-71) (JAN 2011)

In addition to other Cost Reduction Proposals (CRPs) that the Contractor may determine to submit to the Government in accordance with NFS clause 1852.243-71, *Shared Savings*, the Contractor shall submit a comprehensive CRP to the Contracting Officer eighteen months after the beginning of the contract period of performance (unless an alternate timeframe is determined acceptable to the Contracting Officer) to reflect proposed cost reduction activities for future contract periods. The purpose of the CRP is to identify and recommend alternatives and more efficient and effective ways to meet contract requirements that will result in a net reduction of contract price to NASA while still meeting the essential intent and performance requirements of the contract. The Contractor performing the work is in an enlightened position to identify how to perform the work more efficiently and suggest changes to the work requirements that do not affect the ability to meet the contractual purpose and required service levels but are less costly.

The minimum goal is to identify sufficient savings to maintain the same service level at the same price for each year of the contract, resulting in savings that would offset any escalation in labor and/or material costs. The Contractor's efficiency ideas must be sound, logical, considered, and represent a good faith attempt to meet the intent and purpose of this clause requirement.

The proposal must conform with the requirements set forth in NFS 1852.243-71 and be in sufficient detail to specifically identify the changes in the requirements documents (Statement of Work (SOW), Performance Work Statement, contract terms or conditions, or quality standards, etc.) that are necessary and the timing or schedule of events that are key to achieving the cost/price reductions. The proposal

must also identify the technical/performance risks and as may be perceived by the requiring organization, and include proposed mitigation actions that are appropriate for those risks.

(END OF CLAUSE)

H.19 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (APR 2011)

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed Open Source software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>

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

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-10	JUL 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION, ALTERNATE I (MAR 2009)
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	OCT 2010	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (<i>Insert "30 DAYS" in paragraph (a)(3)</i>)
52.216-18	OCT 1995	ORDERING (<i>Insert "DATE OF CONTRACT AWARD" through "TWO YEARS FROM THE EFFECTIVE DATE OF THE CONTRACT" in paragraph (a)</i>)
52.216-19	OCT 1995	ORDER LIMITATIONS (<i>Insert "\$1K", "\$72M", "\$72M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively</i>)
52.216-22	OCT 1995	INDEFINITE QUANTITY (<i>Insert "1 YEAR FROM THE END DATE OF THE CONTRACT" in paragraph (d)</i>)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (<i>Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c.)</i>)
52.219-4	JAN 2011	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS To Be Completed by Offeror: <input type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	JAN 2011	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITIES FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965.
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) and (ALT II)(MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-8		[RESERVED]
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.225-1	FEB 2009	BUY AMERICAN ACT-SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	DEC 2007	PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (AS MODIFIED BY NFS 1852.227-11)
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (DEC 2007) (ALT II) (DEC 0227), <i>at the end of paragraph (g)(3)(a)(insert:</i> <i>(i) Use (except for manufacture) by support service contractors.</i> <i>(ii) Evaluation by nongovernment evaluators.</i> <i>(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is part.)</i> (ALT III) (AS MODIFIED BY NFS 1852.227-14 (DEC 2007), RIGHTS IN DATA – GENERAL); <i>replace paragraph (g)(4)(i)(b)(1) with: Used or copied for use with any SimLabs computer(s), including use at any Government installation to which the computer(s) may be transferred;</i>
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <i>To Be Completed by Offeror:</i> <i>Page Numbers:</i> _____ <i>Proposal Date:</i> _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-2	OCT 2010	COST ACCOUNTING STANDARDS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR <i>(Insert "See Contract Clause B.5" in both blanks)</i>
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGITATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES-COST-REIMBURSEMENT (ALT I) and (ALT II) (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	AUG 2010	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	AUG 2010	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-11	---	PATENT RIGHTS—RETENTION BY THE CONTRACTOR (SHORT FORM) ** Modifies FAR Clause 52.227-11**
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION

(END OF CLAUSE)

I.2. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(END OF CLAUSE)

I.3. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.209-9) (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) 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>.

(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 FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(END OF CLAUSE)

I.4. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;

- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(END OF CLAUSE)

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

- (a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.
- (b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.
- (c) Definitions
 - (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
 - (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
 - (3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
 - (4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements. Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.
- (d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

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

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

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

(END OF CLAUSE)

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

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

(b) Definitions:

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

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

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

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

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

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

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

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

(1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.

(2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.

(3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.

(4) Detailed cost estimates which reflect the implementation costs of the CRP.

(5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.

(6) Identification of any other previous submissions of the CRP, including the dates submitted the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

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

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

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

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

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

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

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

(END OF CLAUSE)

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

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

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

NASA Ames Research Center
Deborah L. Feng
Director of Center Operations; M/S 200-9
Moffett Field, CA 94035-1000
Telephone: (650) 604-0256
FAX: (650) 604-0031
Email: Deborah.L.Feng@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at (202) 358-0445, facsimile (202) 358-3083, e-mail Ronald.A.Poussard@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

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

(END OF CLAUSE)

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

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

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

(END OF CLAUSE)

I.9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

NASA/OPM Job Title	Grade	GS Step 1 Rate
Engineering Technician I	GS - 3	\$14.14
Engineering Technician II	GS - 4	\$15.88
Engineering Technician III	GS - 5	\$17.76
Engineering Technician IV	GS - 7	\$22.00
Engineering Technician V	GS - 9	\$26.92
Engineering Technician VI	GS -11	\$32.56
Office Automation Assistant	GS - 6	\$19.80
Office Automation Assistant	GS - 7	\$22.00
Admin. Support Assistant (AO)	GS - 6	\$19.80
Admin. Support Assistant (AO)	GS - 7	\$22.00

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

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

*Cost to the government for CSRS retirement employees is 7%. There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.1%.

The paid holidays provided by law to Federal employees are:

1. New Year's Day	6. Labor Day
2. Martin Luther King Day.	7. Columbus Day
3. President's Day	8. Veteran's Day
4. Memorial Day	9. Thanksgiving Day
5. Independence Day	10. Christmas Day

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

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

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

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

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	10/20/09	19
2	Dept. of Labor Wage Determination No. 2005-2062, Rev. No. 11	7/16/10	10
3	Contract Data Requirements List	10/20/09	19
4	Government Property List	3/15/11	14
5	Proprietary Software and Hardware Support	4/15/11	2
6	Contractor's IT Security Plan*	TBD	TBD
7	Contractor's Safety and Health Plan*	TBD	TBD
8	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
9	Contractor's Small Business Subcontracting Plan*	TBD	TBD
10	Contractor's Small Business Subcontracting Plan Goals*	TBD	TBD
11	Cost Template Workbook*	TBD	TBD

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

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

Attachment	Title
1	Government Labor Estimate and Labor Category Descriptions
2	Proposal Cover Sheet (JA 038) - Exhibit 1
3	Cost Template Workbook - Exhibits 2 - 18
4	Facility Capital Cost of Money Computation (Form CASB-CMF)
5	Contract Facilities Capital Cost of Money (DD Form 1861)
6	Quarterly Contractor Financial Management Report (NF 533Q)
7	Monthly Contractor Financial Management Report (NF533M)
8	Subcontract Report for Individual Contracts (SF 294)
9	Summary Subcontract Report (SF 295)
10	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)
11	Industrial Plant Equipment Requisition System (DD1419)
12	NASA Property in the Custody of Contractors (NF 1018)
13	Cover Letter and Past Performance Questionnaire
14	Samples of Past Projects
15	Award Fee Performance Evaluation Plan

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAY 2011)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$4.5M.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) 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.

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

(ix) 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.

(x) 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.

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

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 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.

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

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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

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

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

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

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

[Contracting Officer check as appropriate.]

(i) 52.219-22, 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).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 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

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

(END OF PROVISION)

K.2. COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror’s proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

- (1) *Certificate of Concurrent Submission of Disclosure Statement.* The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 - (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

Caution: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(END OF PROVISION)

K.3 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (APR 2005)

The Offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

K.4 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may

withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

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

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

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

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

(END OF PROVISION)

K.5. CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks "have", the Offeror shall also see [52.209-7](#), if included in this solicitation);

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

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

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

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

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

(2) *Examples.*

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

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

K.6. INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

“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 (FAPIIS) 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)

K.7. RESERVED (FAR 52.223-13)

K.8. PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR 52.225-20) (AUG 2009)

(a) Definitions. As used in this provision—

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

“Marginalized populations of Sudan” means—

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

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

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

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

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES—IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF PROVISION)

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

The Government contemplates a single Cost-Plus-Award-Fee (CPAF) contract with Core and IDIQ Contract Line Items resulting from this solicitation.

(END OF PROVISION)

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

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

Jill Willard
NASA Ames Research Center
Mail Stop 241-1
Moffett Field, CA 94035-1000

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(END OF PROVISION)

L.4. PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

(a) A pre-proposal/pre-bid conference was held as indicated below:

Date: July 27, 2011

Time: 8:00 am

Location: Moffett Field, CA

Other Information: A tour of the facilities covered by the Statement of Work was conducted. Pre-proposal conference presentation slides and a list of the attendees are located at the following NASA/ARC Business Opportunities website:

<http://prod.nais.nasa.gov/cgi-bin/eps/sol.cgi?acqid=145919#Other%2006>

(b) Attendance at the pre-proposal/pre-bid conference was recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(END OF PROVISION)

L.5. PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

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

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Standard Form (SF) 3881 Section K	L.5(b)(2)	1	6	2
Vol. I, Mission Suitability Proposal	L.5(c), L.9(a)	1	6	2
Oral Presentation (format)	L.7			
Written Subfactors (format)	L.9			
A. Technical Approach	L.9(a)A			
B. Management Approach	L.9(a)B			
C. Small Business Utilization	L.9(a)C			
Vol. II, Past Performance Proposal	L.5(d), L.9(b)	1	6	2
Vol. III, Cost Proposal	L.5(e), L.9(c)	1	3	3 ¹

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

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B, Clause B.3, “Summary of Contract Value for Core Requirements”.
- A completed response to Section H, “Key Personnel and Facilities” NFS clause 1852.235-71.
- A completed response to Section I Clause 52.227-23, Rights to Proposal Data (Technical)
- A completed Standard Form 3881, *ACH Vendor/Miscellaneous Payment Enrollment Form*.
- A completed response to Section K, “Representations, Certifications and Other Statements of Offerors”.

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

- List the date of the most recent reviews of your management system(s) (e.g., purchasing, accounting, property, estimating). Provide documentation of approved management systems (copies of DCAA or DCMA letters). Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

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

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.6, "Proposal Page Limitations."

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

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

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

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

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

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

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

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

(END OF PROVISION)

L.6. PROPOSAL PAGE LIMITATIONS

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

Proposal Component	Page Limit ¹
Cover Letter	No limit
Volume I — Mission Suitability Proposal	See below
Subfactors - Written	60
A. Technical Approach - Written	
1. Overall Understanding, Technical Capabilities and Approach(es)	
2. Sample Work Assignments	
Subfactors – Oral and Written	30 (slides)
B. Management Approach - Oral Elements	
1. Organizational Structure/Partnering Approach/Outreach	
2. Technical and Business Management of Work Assignments and Task Orders	
3. Staffing, Recruitment, Retention and Training, and Key Personnel	
4. Phase-In/Phase-Out	
B. Management Approach - Written Elements	No limit
5. Key Personnel ²	
6. Total Compensation Plan	
7. Organizational Conflicts of Interest Avoidance Plan	
8. Safety and Health Plan	20
C. Small Business Utilization	5
Volume II — Past Performance Proposal	30 ³
Volume III — Cost Proposal	No limit

¹ These limits apply only to content pages. Paragraph L.6(c) lists page types which are not affected by this limit.

² In the Key Personnel written response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual; and position descriptions are limited to 2 pages per individual.

³ These limits do not apply to past performance questionnaire responses.

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

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

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

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

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

(END OF PROVISION)

L.7 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

(a) Offerors must submit their oral presentation materials together with their offers. Offerors may not change their presentation after this submission. The Government will furnish the presentation materials (in their originally sealed package) to the Offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION." Animation of any type may not be used in the Offeror's slides.

(b) Oral Presentation Media: Offerors shall provide their presentation in Microsoft PowerPoint. The Government will provide the computer, software, projector, and screen to support the presentation. Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 12 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) The Offeror shall have the proposed Program Manager and up to 4 of the Offeror's Key Personnel present the oral presentation (**limit five (5) presenters**). Additional attendees beyond the presenters are not allowed. The Offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall count against the time limits for presentation. Requests for changes, substitutions, or additions to the proposed presenters are not allowed.

(d) The oral presentation shall specifically address each listed Section L evaluation subfactor in the order presented in Section L.9(a)B, with the exclusion of the written Mission Suitability subfactors, which will be evaluated by the government independently.

(e) Within fifteen (15) business days after the closing date of the RFP, each Offeror will be given the date, time and place for its oral presentation. The date will not be less than 7 days following notification. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government’s discretion).

(f) The Government will randomly assign a date for the oral presentation to each Offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the Offerors scheduled to present will be established. After assigning the sequence of presentations, the Offeror will be notified of the scheduled time and place for the Oral Management Approach Presentation. The right to reschedule any Offeror’s presentation is at the discretion of the Contracting Officer.

(g) The Oral Presentation of the Management Approach will be recorded by the Government. The Government will provide its own recording equipment. Copies of the recording will be provided to the Offeror upon request.

(h) The length of the presentation shall be no more than 60 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against the time limit. The format is shown below:

Description	Time Limit (Minutes)
Presentation	60
Break	60
Proposal Clarification	5 minutes per clarification response

(i) The oral presentation will be in the form of a briefing of the factors and subfactors identified in Section L, paragraph L.9, *Proposal Preparation–Specific Instructions*. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(j) The Offeror shall not provide any additional written material during the presentation and clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(k) Proposal Clarification. During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the Offeror will be limited to only 5 minutes for each clarification. Time for clarifications will not be counted against the Offeror's 60 minute presentation time limit.

(l) Slides are considered as part of the Mission Suitability proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and cover all of the areas subject to their oral presentation.

(m) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The Offerors will not be informed of their strengths, deficiencies, or weaknesses during the presentation or clarification period.

(END OF PROVISION)

L.8. RESERVED

L.9. PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

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

- Mission Suitability
- Past Performance
- Cost

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

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

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

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

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

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Technical Approach	1	Overall Understanding, Technical Capabilities and Approach(es)	Written
		2	Sample Work Assignments	
B	Management Approach	1	Organizational Structure and Approach	Oral
		2	Technical and Business Management of Work Assignments and Task Orders	Oral
		3	Staffing, Recruitment, Retention and Training and Key Personnel	Oral
		4	Phase-In	Oral
		5	Key Personnel	Written
		6	Total Compensation Plan	Written
		7	Organizational Conflicts of Interest Avoidance Plan	Written
		8	Safety and Health Plan	Written
C	Small Business Utilization			Written

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

A. Technical Approach – Written Proposal (Subfactor)

The Offeror's proposal shall demonstrate its understanding of the SOW requirements and provide its approach to accomplishing the requirements.

1. **Overall Understanding, Technical Capabilities and Approach(es).** For SOW Sections 3.1 through 3.5, the Offeror shall provide a narrative description demonstrating its thorough understanding of the fundamental nature of the SOW, functions/tasks to be performed, disciplines involved, approach to identifying and implementing innovative technologies where appropriate, identification of potential technical risks and mitigation, and the Offeror's approach to the following:

(a) **Experiments (SOW Section 3.1).**

(i) **Experiment Planning.** The Offeror shall address its ability to produce an Experiment Implementation Plan (EIP) focusing on (1) generating clear technical requirements; (2) estimating and controlling the resources needed to meet the technical requirements using demonstrated tools and techniques; (3) allowing for the refinement of requirements, and opportunities to re-examine the implementation approach; and (4) developing and delivering experiment plans and procedures.

(ii) **Experiment Preparation.** The Offeror shall address its ability to execute the preparation phase of a simulation experiment will be evaluated, focusing on (1) breaking down research requirements into discrete hardware and software tasks, (e.g., scenario development, control system development, data collection approaches, etc.); (2) performing and completing the tasks needed to build the defined simulation; (3) integrating, checkout and testing all modules and systems required for the experiment; and (4) providing operational expertise and/or any needed training for air crews and experimenters.

(iii) **Experiment Operations.** The Offeror shall address its ability to conduct experiments focusing on the Offeror's methodology that assures: (1) procedures designed for the experiment are followed; (2) flexibility exists to respond to interim experiment results by adjusting experiment parameters and operations when necessary; (3) facility configuration and readiness is established prior to the start of experiment operations; and (4) discrepancies are noted and recorded; and (5) the required experimental data are collected.

- (b) **Discrete Projects (SOW Section 3.2).** The Offeror shall describe all the processes that apply to the performance of discrete projects, highlighting which aspects are in common with, and which are different from, those used in the performance of simulation experiments. Examples of discrete projects are in Section J.1(b) Attachment 14.

- (c) **Maintenance (SOW Section 3.3).** The Offeror shall describe its ability to: (1) ensure continuing facility operation through preventative maintenance on a non-interference basis; (2) use documented procedures that provide a rapid response with minimal impact on experiment operations; and (3) provide a plan for adequate sparing for expected routine equipment repair and replacement.

- (d) **Functional Capabilities (SOW Section 3.4).** The Offeror shall describe its approach to providing the functional capabilities identified in SOW Section 3.4.

- (e) **Core Function (SOW Section 3.5).** The Offeror shall describe its approach to providing the core function identified in SOW Section 3.5.

2. **Sample Work Assignments.** The Offeror shall provide its approach to the sample work assignments shown below to adequately communicate an understanding of the nature of these work assignments. The approach shall, at a minimum, include the following:

- Presentation of all the unique and critical aspects of each task from a technical, safety, cost, and schedule standpoint.
- Identification of task performance risk areas (Cost, Schedule, Technical, and Safety) and recommended approaches to minimize the probability and impact of those risks.
- Discussion of any deficiencies in a process necessitated by a lack of detail in the sample tasks.
- Any assumptions used in the establishment of a process shall be fully explained.

The following sample work assignments have been intentionally developed with minimal detail and requirement definition.

Sample Work Assignments:

- i. A researcher at Ames plans to perform a distributed simulation experiment that will incorporate the Mission Control Center (MCC) at Johnson Space Center with a Vertical Motion Simulator (VMS) cockpit configured as a lunar lander. As part of the experiment development the researcher plans to use Future Flight Central (FFC) to simulate the MCC. The researcher intends to use FFC to reduce the experiment risk(s) associated with actually integrating the experiment into the MCC.
- ii. A proposed VMS improvement project requires the upgrade of the yaw axis of the VMS motion base. The current yaw axis is actuated by a hydraulic cylinder and is capable of traveling ± 20 degrees. The upgrade will allow the yaw axis to rotate continuously in both directions.

B. Management Approach – (Subfactor)

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

1. Organizational Structure/Partnering Approach/Outreach – Oral Presentation

The Offeror shall describe its organizational structure and partnering approach, including rationale for the following:

- Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW. Describe and diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractor(s).
- Authority and responsibility vested in key personnel and technical managers and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the effectiveness of your proposed approach for managing these arrangements to assure that the government receives a quality product or service.
- The Offeror shall describe in detail innovative outreach strategies and their approach in working with SimLabs Government management in implementing these strategies.

- The Offeror shall include a separate discussion of what corporate resources could be utilized to seek out simulation opportunities for SimLabs' facilities with Government approval.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

2. Technical and Business Management of Work Assignments and Task Orders – Oral Presentation

The Offeror shall describe its process for responding to and completing work assignments and task orders including:

- Planning, tracking, reporting on and controlling work assignments on the base requirement and individual task orders, including processes to assure the quality of technical products.
- Processes to manage the execution of multiple work assignments and task orders, as it relates to changing requirements, priorities, resources, and schedules in a timely, efficient and cost effective manner, including identification and correction of task performance problems.
- The Offeror shall describe its ability to quickly obtain necessary resources (labor and material) to perform specialized, short duration, discrete work to be conducted for SimLabs as needed, including unexpected events.
- Proposed approach to staffing multiple work assignments and task orders competing for limited common workforce and skill sets.
- Identification of task performance risk areas and description of recommended approaches to minimize the probability and impact of those risks.

3. Staffing, Recruitment, Retention and Training, and Key Personnel – Oral Presentation

The Offeror shall describe its staffing and recruitment approach and rationale including:

- Approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work.
- Approach for responding to changing skill sets requirements.
- Methods and procedures for acquiring highly specialized personnel for specific projects that may have a defined period of performance of less than one year.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Address plans for internal training, mentoring, and career development.
- Other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.

- Identify Key Positions and the basis, including authority and responsibilities, for designating these positions as Key. Provide a summary of relevant experience in similar work and other applicable experience for each key personnel.
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

4. Phase-In Plan – Oral Presentation

The Offeror shall describe its Phase-In, including approach and rationale for the following:

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

5. Key Personnel – Written Proposal

The Key Personnel written proposal shall include the following:

- Key personnel commitment letters with percentage committed, resumes and position descriptions (see L.6(a) for page limitations). This commitment letter shall include the salary to be accepted if the individual is employed under this contract.

6. Total Compensation Plan – Written Proposal

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

plan must:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Identify salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide two charts: (1) containing the average of fringe benefit information for all the exempt labor categories; and (2) containing the average of fringe benefit information for all the non-exempt labor categories with references to where they are located in the Cost Proposal.
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- If uncompensated overtime is proposed, give rationale and identify hours of uncompensated overtime proposed by labor category.
- Each benefit proposed which would reasonably incur cost shall be identified and costed in Volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).

7. Organizational Conflicts of Interest Avoidance Plan – Written Proposal

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that, all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.8(c) Subcontracting and Data Rights, paragraph H.10 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

8. Safety and Health – Written Proposal

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

- (1) Statement of the policy and program goals concerning safety and health.
- (2) Safety and health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:

- (i) Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures as well as methods and techniques the Offeror will use to systematically identify the hazards within the workplace for the duration of the contract.
- (ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- (iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- (iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- (v) Controls for special hazardous materials and processes such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
- (vi) Method of making sure that emergency plans and procedures are current and sufficient.
- (vii) Method for reporting and investigating accidents and incidents (mishaps).

(4) Approach to supporting the Government in meeting safety goals.

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

C. Small Business Utilization – Written Proposal (Subfactor).

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

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

(a) Small Business Subcontracting

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

(i) This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan with Alternate II". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with Offeror's Proposal.

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

Small Businesses (SB)	20%
Small Disadvantaged Business Concerns (SDB)	7.0%
Women Owned Small Business Concerns (WOSB)	5.0%
HUBZone Small Business Concerns (HBZ)	2.5%
Veteran Owned Small Business Concerns (VOSB)	1.1%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1.0%

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

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

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J.1(a) 9 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

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

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors (Large Businesses) shall submit SMALL BUSINESS SUBCONTRACTING PLAN GOALS, to be incorporated into the contract as J.1(a) Attachment 10, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the example provided on the next page to show the proposed subcontracting goals for the basic contract requirement and each option separately.

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

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent

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

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

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

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

(b) Commitment to the Small Business Program

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

(2) If the subcontractor is known, Offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (enforceable vs. non-enforceable commitments).

(Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

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

(b) Past Performance Proposal (Volume II). The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its major subcontractors, specifically in the areas of technical performance, contract management, and corporate management responsiveness. For purposes of this solicitation, "major subcontractors", is defined as subcontracting dollars of \$1,000,000 or more covering a performance period of three (3) years. "Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

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

(1) **A list of not more than four (4) relevant contracts (government and/or industry), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for the major subcontractor, received in the past three (3) years, or currently on-going, involving types of related effort.** These contracts shall demonstrate the Offeror's and major subcontractor's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government may be included.

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

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

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

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

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

Past performance information may also be obtained through the NASA Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency

(DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

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

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

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

Describe previous experience with programs of similar scope and complexity to the work being contemplated under this RFP. Include rationale for determining that the previous experience is relevant to this procurement. Show specifically:

- Compliance with technical, schedule and cost requirements
- Flexibility and effectiveness in dealing with changes to technical requirements
- Ability to assess and re-assign staff based on technical performance
- Accomplishment of task objectives without constant, direct oversight
- Significant technical performance problems encountered and their resolutions.
- Innovative and resource efficient approaches.

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

- Previous experience in managing programs of similar scope and complexity, including management and mitigation of technical and programmatic risk.
- Record in conforming with the terms and conditions of contracts, including delivery of products and reports and adherence to cost and schedule constraints.
- Amounts of and explanations for any listed cost overruns or underruns on referenced cost-type contracts.
- Past Performance of Subcontract management, including meeting subcontract goals.
- Significant management performance problems encountered and their resolutions.
- Offeror's record of retention of technically qualified, motivated workforce, including workforce fluctuations.
- Management of Phase-In period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for key personnel, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.
- The Offeror's examples in which they were able to quickly obtain necessary resources to perform specialized, short duration work.

- Describe company measures used to handle and protect its own and third-party proprietary information. Describe measures (including frequency) taken to educate its employees regarding such handling and protection.
- Safety record including protecting the environment during facility operations, maintenance, and repair; protection of employees; and safe use of the facilities.
- Experience with Foreign National Access Requirements and ability to obtain access for Foreign National staff.

3. Corporate Management Responsiveness. The Offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Corporate structure that was in place for previous programs of similar scope and complexity.
- Highlight similarities and differences in the structure that will be applied to this procurement. Include a discussion of any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past.
- Any significant problems experienced as a result of the corporate structure and their resolutions.
- For all Offerors that intend to team, the Government will specifically need information from the same past corporate working relationships proposed in the management section of the Offeror's proposal.
- Increases in direct and indirect rates from proposed rates, and their impact on overall cost performance.

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

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
2. Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than four (4) relevant contracts (government and/or industry), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for the major subcontractor, received in the past three (3) years, or currently on-going, involving types of related effort. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above.

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

(c) Cost Proposal (Volume III).

1. INTRODUCTION

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

- a) Explain in detail all pricing and estimating techniques;
- b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify these estimating tools;
- c) Comply with FAR Clause 52.222-41, Service Contract Act and FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees;
- d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- e) Include a narrative portion that explains all judgmental elements of cost/price projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- f) Include all templates required in this RFP.

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

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

For cost purposes, Major Subcontractors are defined as those subcontractors providing a total contract value of \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Cost Proposal, for any major subcontract that has a potential estimated total value in excess of \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort, a Volume III, Cost Proposal must be provided following the subsequently specified format.

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

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

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

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%.

2. EXCEL COSTING MODEL (ECM) FILE

Format: In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposal Cover Sheet (J.1(b) Attachment 2, not in workbook)
- Exhibit 2:** Summary of Proposed Cost and Award Fee, Prime
- Exhibit 3:** Summary of Proposed Cost and Award Fee, Prime and Subcontractors
- Exhibit 4:** Summary of Elements of Cost – Core
- Exhibit 5:** Summary of Elements of Cost – IDIQ
- Exhibit 6:** Summary of Proposed Direct Labor Rates
- Exhibit 7:** Summary of Key Personnel Labor Rates
- Exhibit 8:** Direct Labor Cost Summary – Core
- Exhibit 9:** Direct Labor Cost Summary – IDIQ
- Exhibit 10:** Summary of Indirect Cost Rates
- Exhibit 11:** Overhead and/or Fringe Benefits
- Exhibit 12:** General and Administrative Expense (G&A)
- Exhibit 13:** Minor Subcontractor Template
- Exhibit 14:** Fringe Benefits Analysis of Compensation Package
- Exhibit 15:** Personnel and Fringe Benefits Policies
- Exhibit 16:** Incumbency Assumptions
- Exhibit 17:** Phase-In Template
- Exhibit 18:** Schedule of Subcontracts

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

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

3. COST PROPOSAL ORGANIZATION

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

Exhibit 1, Proposal Cover Sheet: A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 2, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) office, and, in the reference columns, the pricing information submitted. The Offeror shall propose costs for meeting the Government's Statement of Work as provided in J.1(a) Attachment 1. The staffing data provided in J.1(b) Attachment 1 includes the government estimate of the annual staffing levels and descriptions. NOTE: Clause B.1(d) states that the maximum total contract value of work that can be ordered under this contract is \$72M. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the Statement of Work.

Exhibit 2, Summary of Proposed Cost and Award Fee, Prime: This exhibit shall include the total cost, total proposed award fee pool, total cost plus award fee, and grand total, broken out by Phase-In period, individual contract years, total excluding Phase-In period, and grand total.

Exhibit 3, Summary of Proposed Cost and Award Fee, Prime and Subcontractors: This exhibit is similar to Exhibit 2, except that subcontractors of \$1,000,000 or more are broken out from the Prime Offeror’s costs.

Exhibit 4, Summary of Elements of Cost – Core: This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the core. Details of the various elements of cost are to be shown in the schedules. **Costs are to be proposed on a monthly basis in Exhibits 4-1 through 4-5 and summarized in Exhibit 4.**

Exhibit 5, Summary of Elements of Cost – IDIQ: This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options). Details of the various elements of cost are to be shown in the schedules. For purposes of proposal submissions, Offerors shall use the values in the following chart of Other Direct Costs (ODCs).

These amounts represent the Government’s current best estimate of contract requirements.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Travel	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158	\$345,094
Material	\$680,000	\$700,400	\$721,412	\$743,054	\$765,346	\$3,610,212
Misc ODCs	\$140,000	\$144,200	\$148,526	\$152,982	\$157,571	\$743,279
Total ODCs	\$885,000	\$911,550	\$938,897	\$967,063	\$996,075	\$4,698,585

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror’s normal accounting practice to do so, include these costs in the base used to compute the G&A or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for pricing. Provide sufficient detail to explain how the proposed amounts are derived.

Exhibit 6, Summary of Proposed Direct Labor Rates: This template summarizes the Offeror’s proposed direct labor rates for both the core and IDIQ.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories to the SLCs using the guidelines provided (see J.1 (b) Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet SimLabs II requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements. The Offeror is allowed to include additional labor categories that do not easily map into the SLCs provided under the “other” SLC. The “other” categories should be limited if proposed.

In the “LABOR CATEGORY - Offeror’s” column, list all labor classifications included in the proposal, by titles from the Offeror’s estimating system. Each of the Offeror’s Labor Categories shall be mapped to the Government Standard Labor Category. The “Incumbent Actual Labor Rate” column is only applicable to incumbent contractors. Incumbent contractors are to include the actual average current direct labor rate for each SLC.

The "WYE" Column shall include all proposed WYE per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1.

The Offeror's proposed escalation rates for direct labor are to be shown in the row title "Escalation" in the columns for proposed direct labor rates for Years 2 through 5. The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates proposed if different from the Government Rate of Change.

Calendar Year	Rate of Change
2012	2.6%
2013	2.8%
2014	3.0%
2015	3.1%
2015	3.1%
2017	3.1%
2018	3.0%

Escalated rates for year 2-5 shall be computed for the composite rates for each SLC (see example in cost exhibit template).

The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (actual, salary survey, wage determination, collective bargaining agreement, etc.). An example is included on the template for illustration purposes only.

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

Exhibit 8, Direct Labor Cost Summary - Core: This schedule shows the direct labor cost for the core for each contract year, by month, with the labor rates from Exhibit 6 used to compute the cost.

The Offeror may choose to propose direct labor for the base and option periods utilizing the information provided in Attachment J.1(b)1. The information provided by the Government is FOR INFORMATION ONLY and is not intended to represent a binding requirement. Offerors are instructed to use this information only as a guide in proposal preparation. However, if different labor categories or staffing levels are used the Offeror shall provide sufficient detail to explain how the proposed labor categories are derived.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 9, Direct Labor Cost Summary - IDIQ: This schedule shows the direct labor cost for IDIQ for each contract year with the labor rates from Exhibit 6 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit.

Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Exhibit 10, Summary of Indirect Cost Rates: This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts admin.) must be shown separately. This exhibit summarizes the Offeror's fiscal year date from Exhibits 11 and 12. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-09), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Exhibit 11, Overhead and/or Fringe Benefits: The prime Offeror and all major subcontractors must provide either their Forward Pricing Rate Agreement (FPRA) used to price indirect costs for this proposal or this template. This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and forecasts for the term of the contract. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the template that represents the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

Exhibit 12, G&A Expense: The prime contractor and all major subcontractors must provide either their Forward Pricing Rate Agreement (FPRA) used to compute G&A expense for this proposal or this template. This template shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the template that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

Exhibit 13, Minor Subcontractor Template: The minor subcontractor template is required of the prime only. This template is intended to provide the SEB a concise assessment of the substance of minor subcontracts. Minor subcontracts are those that subcontract that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template.

Exhibit 14, Fringe Benefits Analysis of Compensation Package Template: The Offeror must provide Fringe Benefits Analysis of Compensation Package templates for the prime and all proposed major subcontractors. **Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor.** For each benefit proposed which would reasonably

incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

Exhibit 15, Personnel and Fringe Benefits Policies: This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated.

Exhibit 16, Incumbency Assumptions Template: This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefits purposes. The Offeror shall indicate in the space provided, the percentage of the incumbent workforce it expects to retain.

In the two sections of the template, the Offeror shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent labor rates, (2) Proposing to not pay current incumbent labor rates or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbents are making; however, the SEB wants to understand the Offeror's intentions regarding pay for these employees if retained. The Offeror will provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how the Offeror's proposed salary structure will allow the Offeror to capture the proposed percentage of the qualified incumbent workforce.

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

Exhibit 17, Phase-In Template: The Phase-In Template is required of the prime only and is designed to show the total cost plus award fee (include all subcontractor Phase-In costs and profit). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

Exhibit 18, Schedule of Subcontracts: This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$1,000,000 or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in

this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- A brief description of work to be subcontracted;
- Number of quotes solicited and received;
- Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- Subcontractor selected and basis for selection; and Cost or price analysis performed by the Offeror.

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

4. ACCOUNTING SYSTEM

The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

5. FACILITIES CAPITAL COST OF MONEY

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) **NOTE:** When facilities capital cost of money is included as an item of cost in the Offeror’s proposal, it shall not be included in the cost base for calculating profit/fee.

6. AWARD FEE

Submit the proposed award fee rate to be used on the contract. The award fee pool will be established by application of the proposed award fee rate to the estimated cost, not the actual cost, of the task. The proposed award fee rate will apply to all changes under the contract.

7. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

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

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

Table 1

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	<i>A brief non technical description of the work, including identification of the program, project, and period of performance.</i>

Program:	Technical Services for Aerospace Systems Modeling and Simulation
Project:	Provide support for the R&D Simulation Laboratories at NASA ARC
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	New Contract
Contract Type:	Cost Plus Award Fee
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. The 9-digit Zip code is a Mandatory Requirement.</i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)</i>

(END OF PROVISION)

L.10. LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81)(JAN 2011)

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

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

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, *Government Property Installation Operation Services* as included in this solicitation. The Offeror shall notify the Government of its intention to use or not use the property.

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

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

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

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

(END OF PROVISION)

M.2 EVALUATION APPROACH

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

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

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

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

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

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

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

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

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

Overall, the Government will evaluate Offeror's Mission Suitability proposal based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical and management approaches and the proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. Proposal risk will be evaluated with respect to cost and technical performance. In addition, the Management/Outreach Approach and Small Disadvantaged Businesses (SDBs) Participation will be evaluated.

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

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and 1815.305(a)(2).

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

Definition of Ratings

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. (One or more significant strengths exist. No significant weaknesses exist.)
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. (One or more significant strengths exist. Strengths outbalance any weakness.)
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. (There may be strengths or weaknesses, or both.)
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. (One or more weaknesses exist. Weaknesses outbalance strengths.)
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. (One or more deficiencies or significant weaknesses exist.)
Neutral/Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

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

(c) Mission Suitability Factor (Volume I).

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

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

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Technical Approach	1	Overall Understanding, Technical Capabilities and Approach(es)	Written
		2	Sample Work Assignments	
B	Management Approach	1	Organizational Structure and Approach	Oral
		2	Technical Business Management of Work Assignments and Task Orders	Oral
		3	Staffing, Recruitment, Retention and Training, and Key Personnel	Oral
		4	Phase-In	Oral
		5	Key Personnel	Written
		6	Total Compensation Plan	Written
		7	Organizational Conflicts of Interest Avoidance Plan	Written
		8	Safety and Health Plan	Written
C	Small Business Utilization			Written

A. Technical Approach – Written Proposal (Subfactor).

The Government will evaluate the Offeror's understanding of the SOW requirements and their technical approach to accomplishing the requirements. Paraphrasing, stating that the Offeror understands and will comply with the requirements described in the SOW or statements such as "standard procedures will be employed" or "well known techniques will be used" will not be interpreted as demonstrating understanding or sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

1. **Overall Understanding, Technical Capabilities and Approach(es).** For SOW Sections 3.1 through 3.5, the Government will evaluate for completeness, soundness, technical merit, innovativeness, efficiency, and effectiveness the Offeror's narrative description demonstrating its thorough understanding of the fundamental nature of the SOW, the functions/tasks to be performed, disciplines involved, approach to identifying and implementing innovative technologies where appropriate, identification of potential technical risks and mitigation, and the Offeror's approach to the following:
 - (a) **Experiments (SOW Section 3.1).**
 - (i) **Experiment Planning.** The Government will evaluate the Offeror's ability to produce an Experiment Implementation Plan (EIP) focusing on (1) generating clear technical requirements; (2) estimating and controlling the resources needed to meet the technical requirements using demonstrated tools and techniques; (3) allowing for the refinement of requirements, and opportunities to re-examine the implementation approach; and (4) developing and delivering experiment plans and procedures.
 - (ii) **Experiment Preparation.** The Government will evaluate the Offeror's ability to execute the preparation phase of a simulation experiment will be evaluated, focusing on (1) breaking down research requirements into discrete hardware and software tasks, (e.g., scenario development, control system development, data collection approaches, etc.); (2) performing and completing the tasks needed to build the defined simulation; (3) integrating, checkout and testing all modules and systems required for the experiment; and (4) providing operational expertise and/or any needed training for air crews and experimenters.
 - (iii) **Experiment Operations.** The Government will evaluate the Offeror's ability to conduct experiments focusing on the Offeror's methodology that assures: (1) procedures designed for the experiment are followed; (2) flexibility exists to respond to interim experiment results by adjusting experiment parameters and operations when necessary; (3) facility configuration and readiness is established prior to the start of experiment operations; and (4) discrepancies are noted and recorded; and (5) the required experimental data are collected.
 - (b) **Discrete Projects (SOW Section 3.2).** The Government will evaluate the Offeror's processes that apply to the performance of discrete projects, highlighting which aspects are in common with, and which are different from, those used in the performance of simulation experiments. Examples of discrete projects are in Section J.1(b) Attachment 14.
 - (c) **Maintenance (SOW Section 3.3).** The Government will evaluate the Offeror's ability to: (1) ensure continuing facility operation through preventative maintenance on a non-interference basis; (2) use documented procedures that provide a rapid response with minimal impact on experiment operations; and (3) provide a plan for adequate sparing for expected routine equipment repair and replacement.
 - (d) **Functional Capabilities (SOW Section 3.4).** The Government will evaluate the Offeror's approach to providing the functional capabilities identified in SOW Section 3.4.
 - (e) **Core Function (SOW Section 3.5).** The Government will evaluate the Offeror's approach to providing the core function identified in SOW Section 3.5.

2. **Sample Work Assignments.** The Government will evaluate for completeness, soundness, technical merit, innovativeness, efficiency, and effectiveness the Offeror's approach to, and its understanding of the nature of, the sample work assignments including :

- Presentation of all the unique and critical aspects of each task from a technical, safety, cost, and schedule standpoint.
- Identification of task performance risk areas (Cost, Schedule, Technical, Safety) and recommended approaches to minimize the probability and impact of those risks.
- Discussion of any deficiencies in a process necessitated by a lack of detail in the sample tasks.
- Any assumptions used in the establishment of a process and explanations.

B. Management Approach – (Subfactor) This subfactor will be used to evaluate the Offeror's management and business approach. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from Phase-In through the life of the contract.

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

- Proposed management structure, including clear lines of authority and communications to perform the requirements of the SOW, as well as the structural connections or associations of the entities responsible for this work, including any corporate, division organizations, and subcontractors.
- Authority and responsibility vested in key personnel and technical managers and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the effectiveness of the proposed approach for managing these arrangements to assure that the government receives a quality product or service.
- The Offeror's innovative outreach strategies and approach in working with SimLabs Government management in implementing these strategies.
- The Offeror's discussion of what corporate resources could be utilized to seek out simulation opportunities for SimLabs' facilities with Government approval.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

2. **Technical and Business Management of Work Assignments and Task Orders – Oral Presentation** The Government will evaluate for appropriateness, effectiveness, adequacy, and comprehensiveness of the Offeror's process for responding to and completing work assignments and task orders including:

- Planning, tracking, reporting on and controlling work assignments on the base requirement and individual task orders, including processes to assure the quality of technical products.
- Processes to manage the execution of multiple work assignments and task orders, as it relates to changing requirements, priorities, resources, and schedules in a timely, efficient and cost effective manner, including identification and correction of task performance problems.
- Ability to quickly obtain necessary resources (labor and material) to perform specialized, short duration, discrete work to be conducted for SimLabs as needed, including unexpected events.

- Proposed approach to staffing multiple work assignments and task orders competing for limited common workforce and skill sets.
- Identification of task performance risk areas and description of recommended approaches to minimize the probability and impact of those risks.

3. Staffing, Recruitment, Retention and Training, and Key Personnel - Oral Presentation

The Government will evaluate for completeness, appropriateness, reasonableness, effectiveness, and efficiency of the Offeror's staffing and recruitment approach and rationale including:

- Approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work.
- Approach for responding to changing skill sets requirements.
- Methods and procedures for acquiring highly specialized personnel for specific projects that may have a defined period of performance of less than one year.
- Difficulties, if any, anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Recruitment plans, methods, sources of personnel, employee retention rate, employee retention plans, internal training, mentoring, and career development.
- Information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
- Key Positions and the basis, including authority and responsibilities, for designating these positions as Key. The summary of relevant experience in similar work and other applicable experience for each key personnel.
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

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

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

- The Offeror's approach, if needed, to employ non-US citizens who will be on-site personnel during Phase-In. Also an understanding of what non-citizens will be tasked to do and what restrictions will be faced.
- Identification of Phase-In risk areas and recommend approaches to minimize the probability and impact of those risks.

5. **Key Personnel – Written Proposal** The Government will evaluate for completeness, appropriateness, reasonableness, effectiveness, and efficiency of the Offeror's staffing and recruitment approach and rationale including:

- Key personnel commitment letters with percentage committed, resumes, position descriptions and the salary to be accepted if the individual is employed under this contract.

6. **Total Compensation Plan**

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

- The categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Salary ranges and fringe benefits proposed for employees that demonstrate a clear understanding of the local employment market. The breakdown of salaries/wages, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit will be evaluated. The charts containing the average of fringe benefit information for all the exempt labor categories and containing the average of fringe benefit information for all the non-exempt labor categories will be evaluated.
- The impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Reasonableness of employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, education/training moving expenses, and compensatory time. Reasonableness of the employee contributions to their compensation.
- Reasonableness of proposed uncompensated overtime, rationale, and proposed labor categories.
- Reasonableness of the distribution of benefits charges (e.g., direct labor cost, G&A, OH or Fee.)

7. **Organizational Conflict of Interest Avoidance Plan** The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan for completeness and comprehensiveness to ensure compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H paragraph H.8(c) Subcontracting and Data Rights, paragraph H.10, Organizational Conflicts of Interest, and Limitation on Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

8. Safety and Health

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

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

This plan, as approved by the Contracting Officer, shall be included in any resulting contract. Any applicable Voluntary Protection Program (VPP) Certification will also be evaluated.

C. Small Business Utilization – (Subfactor).

The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR clause 52.219-9, *Small Business Subcontracting Plan* and its *Alternate II*, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

The evaluation of SDB participation applies to all Offerors except SDB Offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23. The waiver, if elected, makes the particular SDB Offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the "evaluation credit" (points) associated with the SDB participation described in Section M.

1. Small Business Subcontracting Plan:

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

(a) Small Business Subcontracting

- (1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.
- (2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

- (1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)
- (2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- (3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

This plan, as approved by the Contracting Officer, shall be included in any resulting contract.

(d) Past Performance Factor (Volume II).

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

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

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.9(b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, Corporate Management Responsiveness and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractor(s) as well as information from other sources as described in Section L.9(b) Past Performance (Volume II).

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

- Compliance with technical, schedule and cost requirements
- Flexibility and effectiveness in dealing with changes to technical requirements
- Ability to assess and re-assign staff based on technical performance
- Accomplishment of task objectives without constant, direct oversight
- Significant technical performance problems encountered and their resolutions.
- Innovative and resource efficient approaches.

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

- Previous experience in managing programs of similar scope and complexity, including management and mitigation of technical and programmatic risk.
- Record in conforming with the terms and conditions of contracts, including delivery of products and reports and adherence to cost and schedule constraints.
- Amounts of and explanations for any listed cost overruns or underruns on referenced cost-type contracts.
- Past Performance of Subcontract management, including meeting subcontract goals.
- Significant management performance problems encountered and their resolutions.
- Offeror's record of retention of, technically qualified, motivated workforce, including workforce fluctuations.
- Management of Phase-In period for all contracts in which the Offeror was not the incumbent including factors such as efficient continuation of operations during contract turn-over, retention rates for key personnel, retention rates for technical personnel, technical milestones met or slipped, any other pertinent issues.
- The Offeror's examples in which they were able to quickly obtain necessary resources to perform specialized, short duration work.
- Describe company measures used to handle and protect its own and third-party proprietary information. Describe measures (including frequency) taken to educate its employees regarding such handling and protection.

- Safety record including protecting the environment during facility operations, maintenance, and repair; protection of employees; and safe use of the facilities.
- Experience with Foreign National Access Requirements and ability to obtain access for Foreign National staff.

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

- Corporate structure that was in place for previous programs of similar scope and complexity.
- Similarities and differences in the structure that will be applied to this procurement. Discussion of any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past.
- Any significant problems experienced as a result of the corporate structure and their resolutions.
- For all Offerors that intend to team, the Government will specifically need information from the same past corporate working relationships proposed in the management section of the Offeror's proposal.
- Increases in direct and indirect rates from proposed rates, and their impact on overall cost performance.

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

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

(e) Cost Factor (Volume III)

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

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

(3) The Government will determine the Probable Cost of each Offeror's overall proposed cost by evaluating the realism of the proposed costs to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of the SOW requirements, and reflect a sound approach to satisfying those requirements. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. Offerors' proposed award fee pool dollars will be used in computing probable cost.

(4) The overall cost for selection purposes will be the sum of the cost proposed for the Core (CLINs 01, 01A, 02A, 03A, 04A and 05A) and IDIQ (CLINs 01B, 02B, 03B, 04B and 05B). Phase-In (CLIN 01) will not be included in the evaluated total cost, but will be evaluated in terms of risk assessment for selection purposes.

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

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

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

(END OF PROVISION)

M.3. WEIGHTING AND SCORING

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

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

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

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

MISSION SUITABILITY	
Subfactors	Assigned Weight
Technical Approach	550
Management Approach	350
Small Business Utilization	100
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]