

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 41		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNA12426727R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 03/30/2012	
7. ISSUED BY NASA/Ames Research Center Acquisition Division M/S 241-1 Moffett Field CA 94035-0001		CODE ARC		8. ADDRESS OFFER TO (If other than Item 7)			6. REQUISITION/PURCHASE NUMBER 4200429417

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

SOLICITATION

9. Sealed offers in original and 1 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 REFER TO SECTION L until 1200 PD local time 04/30/2012
(Hour) (Date)

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 Marla P. Lefevre	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS marla.p.lefevre@nasa.gov
		AREA CODE	NUMBER	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
----------------------------------	------	----------	--------------------------------------------------------------------------	--	--

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

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

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
 NNA12426727R

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	<p>This Request for Proposal is for a minimum of 14 units, with options for up to 6 additional units, for a maximum of 20, identical flight-qualified payload instrument packages. The estimated budget for this acquisition is \$500,000 Please see herein for specific details related to the delivery and requirements.</p> <p>Scientific Payloads for EtherSat program</p>				

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-78 Firm Fixed Price. (DEC 1988)

The total firm fixed price of this contract is \$ To Be Determined.

(End of clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated in Section J.1

Item	Item Description	Quantity	Unit	Unit Price	Total Price
001	Engineering Development Unit	1	EA	\$ _____	\$ _____
002	Payload Flight Units	14	EA	\$ _____	\$ _____
003	Spares	2	EA	\$ _____	\$ _____
004	Software Documentation and Source Code	1	EA	\$ _____	\$ _____
005	Data Deliverables and Reports	1	EA	\$ _____	\$ _____

OPTION ITEMS:

If Option Items are exercised pursuant to Clause 52.217-7 – Option for Increased Quantity – Separately Priced Line Item (incorporated by reference, Section I), 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 in Section C.

OPTION 1

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	1	EA	\$ _____	\$ _____

OPTION 2

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	2	EA	\$ _____	\$ _____

OPTION 3

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	3	EA	\$_____	\$_____

OPTION 4

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	4	EA	\$_____	\$_____

OPTION 5

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	5	EA	\$_____	\$_____

OPTION 6

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	6	EA	\$_____	\$_____

OPTION 7

Item	Quantity	Unit	Unit Price	Total Price
Spares	1	EA	\$_____	\$_____

OPTION 8

Item	Quantity	Unit	Unit Price	Total Price
Spares	2	EA	\$_____	\$_____

OPTION 9

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

OPTION 10

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

OPTION 11

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

Please note that the options may be exercised individually or in any combination of the above.

(End of clause)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

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

Statement of Work (SOW) entitled, " Development of .5U Scientific Payloads for Multipoint Space Physics Measurements on a Nanosat Spacecraft of 1.5U Cubesat Form Factor" which is incorporated in Section J.1 as Attachment 1.

(End of text)

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 Packaging, Handling, and Transportation.(SEP 2005)

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

D.2 1852.245-74 Identification and marking of Government equipment. (JAN 2011)

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

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.

(2) Item condition.

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

NASA Ames Research Center

(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)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Clauses Incorporated by Reference

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

52.246-7 Inspection of Research and Development - Fixed-Price. (AUG 1996)

52.246-15 Certificate of Conformance (APR 1984)

52.246-16 Responsibility for Supplies. (APR 1984)

E.2 1852.246-71 Government Contract Quality Assurance Functions. (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item: Receiving Inspection

Quality Assurance Location: NASA Ames Research Center

Function: Inspection

(End of clause)

E.3 1852.246-72 Material Inspection and Receiving Report. (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 [*Insert number of copies, including original*] copies, an original and [] copies (Insert number of 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)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Clauses Incorporated by Reference

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

52.247-29 F.o.b. Origin. (FEB 2006)

F.2 52.215-6 Place of Performance. (OCT 1997)

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

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

Place of Performance
Name and Address of Owner and Operator of the
Plant or Facility if Other than Offeror or Respondent

(Street Address, City, State, County, Zip Code)

(End of provision)

F.3 1852.247-72 Advance Notice of Shipment. (OCT 1988)

10 work days prior to shipping item(s) payload instruments and spares, the Contractor shall furnish the anticipated shipment date, bill of lading number (if applicable), and carrier identity to TBD and to the Contracting Officer.

(End of clause)

F.4. DELIVERY AND/OR COMPLETION SCHEDULE

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

See Statement of Work Section 5 (Deliverables)

(End of clause)

F.5. DELIVERY INSTRUCTIONS

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

NASA Ames Research Center
Moffett Field, CA 94035-0001
Marked for: TBD
Consignee: TBD
Contract Number: TBD
Organization/Office Code: TBD
Building No.: TBD

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00 a.m. a.m. and 5:00 p.m. p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery instructions:
N/A

(d) Additional marking instructions:
N/A

(End of clause)

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

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. 1852.227-72 Designation of New Technology Representative and Patent Representative. (JUL 1997)

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

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	VP	NASA Ames Research Center M/S 202A-3 Moffet Field, CA 94035-0001
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffet Field, CA 94035-0001

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

(End of clause)

G.2. 1852.242-70 Technical Direction. (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.3 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MODIFIED JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232.25 Prompt Payment clause :

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

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

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

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

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(End of Clause)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. Clauses Incorporated By Reference

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

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

H.2. 1852.225-70 Export Licenses. (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.3. ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (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.4. ARC 52.227-96 HANDLING OF DATA (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.5. ARC 52.227-97 SUBCONTRACTING & DATA RIGHTS (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.

(End of Clause)

SECTION I - CONTRACT CLAUSES

I.1. Clauses Incorporated By Reference

52.202-1 Definitions. (JAN 2012)

52.203-3 Gratuities. (APR 1984)

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

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

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

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (May 2011)

52.204-7 Central Contractor Registration. (FEB 2012)

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

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

52.203-12, Limitation on Payments to Influence Certain Federal Transactions, in solicitations and contracts expected to exceed \$150,000.

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (FEB 2012)

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

52.211-5 Material Requirements. (AUG 2000)

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

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

52.215-14 Integrity of Unit Prices. (OCT 2010)

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

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

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

- 52.222-3 Convict Labor. (JUN 2003)**
- 52.222-19 Child Labor - Cooperation with Authorities and Remedies. (JUL 2010)**
- 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)**
- 52.222-26 Equal Opportunity. (MAR 2007)**
- 52.222-35 Equal Opportunity for Veterans. (SEP 2010)**
- 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)**
- 52.222-37 Employment Reports on Veterans. (SEP 2010)**
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)**
- 52.222-50, Combating Trafficking in Persons, (FEB 2009)52.222-54 Employment Eligibility Verification. (JAN 2009)**
- 52.223-3 Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)**
- 52.223-6 Drug-Free Workplace. (MAY 2001)**
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**
- 52.225-1 Buy American Act - Supplies. (FEB 2009)**
- 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran--Representation and Certification. (NOV 2011)**
- 52.227-1 Authorization and Consent. Alternate I (DEC 2007)**
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**
- 52.227-11 Patent Rights--Ownership by the Contractor. (DEC 2007) --**
- 52.227-14 Rights in Data--General. (DEC 2007) -- Alternate I (DEC 2007) as modified by NFS 1852.227-14**
- 52.229-3 Federal, State, and Local Taxes. (APR 2003)**
- 52.232-1 Payments. (APR 1984)**
- 52.232-8 Discounts for Prompt Payment. (FEB 2002)**

52.232-11 Extras. (APR 1984)

52.232-17 Interest. (OCT 2010)

52.232-23 Assignment of Claims. (JAN 1986)

52.232-25 Prompt payment. (OCT 2008)

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

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

52.233-3 Protest after Award. (AUG 1996)

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

52.242-13 Bankruptcy. (JUL 1995)

52.243-1 Changes - Fixed-Price. (AUG 1987)

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

52.246-23 Limitation of Liability. (FEB 1997)

52.249-2 Termination for Convenience of the Government (Fixed-Price). (MAY 2004)

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

52.253-1 Computer Generated Forms. (JAN 1991)

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

1852.227-11 Patent Rights - Retention by the Contractor (Short Form).

I.2. 52.217-7 Option for Increased Quantity - Separately Priced Line Item. (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor no less than 3 days before the end of the contract. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

I.3. 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

(End of provision)

I.4. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR) clauses, see <http://www.acqnet.gov/far/>

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

(End of clause)

I.5. 1852.215-84 Ombudsman. (NOV 2011)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to

the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.6. 1852.237-73 Release of Sensitive Information. (JUN 2005)

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

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

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

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [*insert page numbers or other identification of pages*]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

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

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

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause

requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

I.7. 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

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

J.1. List of Attachments

Attachment No.	Title	Date	No. of Pages
1	Statement of Work entitled "Development Of Low Cost .5U Scientific Payloads For Multipoint Space Physics Measurements On A Nanosat Spacecraft Of 1.5u Cubesat Form Factor"	03/30/2012	5
2	Data Requirements List (DRL)	03/30/2012	2

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

K.1. 52.204-8 Annual Representations and Certifications. (FEB 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334220.

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$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 Contracting with Entities Engaging in

Sanctioned Activities Relating to Iran--Representation and 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 accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of Provision)

K.2. 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

(a) Definition - "China" or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

(End of provision)

52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

52.214-34 Submission of Offers in the English Language. (APR 1991)

52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004) - Alternate I (OCT 1997)

52.217-5 Evaluation of Options. (JUL 1990)

52.232-38 Submission of Electronic Funds Transfer Information with Offer. (MAY 1999)

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

1852.227-84 Patent Rights Clauses. (DEC 1989)

L.2. 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.3. 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

(End of provision)

L.4. 52.233-2 Service of Protest. (SEP 2006)

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

(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.5. 1852.215-81 Proposal Page Limitations. (FEB 1998)

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

Volume I - Offer: no page limitation
Volume II - Mission Suitability: may not exceed 30 pages
Volume III - Past Performance: may not exceed 10 pages
Volume IV - Price Proposal: See section (c) below

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(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 will be returned to the offeror.

(End of provision)

L.6. 1852.233-70 Protests to NASA. (OCT 2002)

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

(End of provision)

L.7. PROPOSAL PREPARATION – GENERAL INSTRUCTIONS

The proposal shall be submitted to NASA via email in portable document format (PDF) or Microsoft Office (Word or Excel), with a maximum file size of 10 MB. All proposals will be submitted in four volumes (four separate electronic files) as described below.

VOL I - OFFER

SF 33: contract signature page, complete blocks 12-18, form must be signed by an official authorized to contractually bind your company.

Section K, Representations and Certifications, paragraph (d) indicating any changes to your company's ORCA record.

Cover letter: Include signed acknowledgement of any solicitation amendments. Provide DUNS # to be used to verify contractor's records in the ORCA.gov, CCR.gov, and other administrative databases. Include names, telephone numbers, and email addresses of persons to be contacted for both technical and contractual questions.

VOL II- Mission Suitability

Offerors shall submit a Mission Suitability volume that has sufficient detail for the Government to understand the Offeror's technical capability to perform the work. Specifically, include detailed information on the following three subfactors:

Subfactor A— Technology Demonstration / Technical Capabilities

1. Describe the suitability of the payload instrument(s) as a demonstration of the scientific and technical relevance of the Ethersat NanoSat platform to perform multipoint space physics measurements.
2. Describe your understanding and technical approach to meeting the requirements of the Statement of Work (SOW). Describe your proposed techniques and procedures, and the methodology proposed for meeting the requirements.
3. Include a proposed Project Schedule including the delivery schedule for the contract deliverables.
4. Describe the technical capability of the Payload system offered and how the product meets the specific requirements of the system type described in the Statement of Work.

Subfactor B – Quality of Scientific Data

1. Describe the scientific relevance of the data to be acquired from the payload.
2. Describe your plan of analysis and disposition of data during the mission.

Subfactor C – Ease of Implementation / Development Approach

1. Demonstrate that the payload can be implemented as proposed.
2. Describe your approach to adapt existing technology to fulfill the requirement.

VOL III – PAST PERFORMANCE

Offerors shall submit relevant information that describes the offeror's past experience manufacturing and delivering payload flight units similar to this requirement. Provide information on at least three (3) previous contracts of similar scope and magnitude. Past performance references must be relevant and should contain work performed in the past 5 years. Include contract numbers, government agency, dates of performance, a brief description of the work, and the total dollar value of the contract. The Past Performance volume shall not exceed 10 Pages.

Offerors are notified that past performance information may also be obtained through the Contractor Performance Assessment Reporting System (CPARS) 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. Offerors without a record of past performance or for whom past performance information is not available, will not be evaluated favorably or unfavorably.

VOL IV – PRICE PROPOSAL

Offerors shall complete the itemized pricing for Section B as indicated below. A firm-fixed price will be required for the following:

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

Item	Item Description	Quantity	Unit	Unit Price	Total Price
001	Engineering Development Unit	1	EA	\$ _____	\$ _____
002	Payload Flight Units	14	EA	\$ _____	\$ _____
003	Spares	2	EA	\$ _____	\$ _____
004	Software Documentation and Source Code	1	EA	\$ _____	\$ _____
005	Data Deliverables and Reports	1	EA	\$ _____	\$ _____

(b) If Option Items are exercised pursuant to Clause 52.217-7 – Option for Increased Quantity – Separately Priced Line Item (incorporated by reference, Section I), 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 in Section C.

OPTION 1

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	1	EA	\$ _____	\$ _____

OPTION 2

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	2	EA	\$ _____	\$ _____

OPTION 3

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	3	EA	\$ _____	\$ _____

OPTION 4

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	4	EA	\$ _____	\$ _____

OPTION 5

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	5	EA	\$_____	\$_____

OPTION 6

Item	Quantity	Unit	Unit Price	Total Price
Payload Flight Units	6	EA	\$_____	\$_____

OPTION 7

Item	Quantity	Unit	Unit Price	Total Price
Spares	1	EA	\$_____	\$_____

OPTION 8

Item	Quantity	Unit	Unit Price	Total Price
Spares	2	EA	\$_____	\$_____

OPTION 9

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

OPTION 10

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

OPTION 11

Item	Quantity	Unit	Hourly Rate	Total Price
Technical Support	40	Hours	\$_____	\$_____

EMAIL OFFERS TO:

Offers will be accepted electronically (only) and shall be sent only to the email address listed below:

marla.p.lefevre@nasa.gov

Note: Failure to follow these instructions may render contractor "non responsive." All proposal volumes shall be submitted to the above address NO LATER THAN the date and time in Block 9 of the SF33.

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."

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Source Selection and Evaluation Factors--General

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, "Source Selection". The Source Evaluation Board procedures at NFS 1815.370, "NASA source evaluation boards" will not apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Past Performance, and Price. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

As individual Factors, the Price Factor is more important than the Mission Suitability Factor, while the Mission Suitability Factor is more important than the Past Performance Factor. Price is equally important to Mission Suitability and Past Performance combined.

(End of Text)

M.2 Mission Suitability Factor

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts or whether they are overstated or understated for the effort to be accomplished. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of the requirements. The Government will assess programmatic risk within this factor as it applies to the offeror's technical approach, schedule, manufacturing plan, processes, and equipment.

1. Mission Suitability Subfactors

Subfactor A— Technology Demonstration / Technical Capabilities

NASA will evaluate proposals for the following:

1. The Government will evaluate the description of the suitability of the payload

- instruments(s) as a demonstration of the scientific and technical relevance of the Ethersat NanoSat platform to perform multipoint space physics measurements.
2. The Government will evaluate the offeror's understanding and technical approach to meeting the requirements of the Statement of Work (SOW). The Government will evaluate the effectiveness of the offeror's proposed techniques and procedures, and the methodology proposed for meeting the requirements.
 3. The Government will evaluate the offeror's proposed Project Schedule including the delivery schedule for the contract deliverables.
 4. The Government will evaluate the technical capability of the payloads offered and how the material meets the specific requirements of the system type described in the Statement of Work.

Subfactor B – Quality of Scientific Data

1. The Government will evaluate the scientific relevance of the data to be acquired from the payload
2. The Government will evaluate the plan of analysis and disposition of data during the mission.

Subfactor C – Ease of Implementation / Development Approach

1. The Government will evaluate the offeror's demonstration that the payload can be implemented as proposed.
2. The Government will evaluate the offeror's plan to adapt existing technology to fulfill the requirement.

2. Evaluation Findings

The Government will evaluate each proposal by classifying findings as strengths, weaknesses, or deficiencies using the following definitions:

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

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

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

3. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactors are as follows:

	Subfactor Description	Points
Subfactor A	Technology Demonstration / Technical Capabilities	400
Subfactor B	Quality of Scientific Data	200
Subfactor C	Ease of Implementation / Development Approach	400
	Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A) (see below). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

Mission Suitability subfactors and the total Mission Suitability factor will be evaluated using the following adjectival ratings, definitions, and percentile ranges:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more strengths. No deficiency or weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. 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 weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30
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(End of text)

M.3 Past Performance Evaluation Factor

The Past Performance factor will evaluate each offeror's record of performing services or delivering products that are similar in size, content, and complexity to the requirements of this solicitation. The overall confidence rating assigned to Past Performance (see below) will reflect a subjective evaluation of the information contained in the written narrative; and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating in accordance with FAR 15.305(a)(2)(iv).

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

Each of the adjective ratings below has a "performance" component and a "relevance" component. The following adjectival rating guidelines will be used when subjectively assessing both components. In assessing relevance, the Government will consider the degree of similarity in size, content, and complexity to the requirements in this solicitation, as well as how current is the past performance.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical; schedule; cost; management and other contract requirements.

Very High Level of Confidence

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

High Level of Confidence

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

successfully perform the required effort.

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

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

Neutral

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

(End of text)

M.4 PRICE EVALUATION FACTOR

This is a firm fixed price acquisition.

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

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

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

(4) The Government will consider risks identified in the proposal (Offeror's technical approach, resources, schedule, past performance, etc) and the potential for cost impact.

(5) The overall price for evaluation purposes will be the sum of the prices proposed for Contract Line Items 001, 002, 003, 004, and 005 in Section B.1 of the solicitation. The Government will review the option prices in accordance with FAR 52.217-5, Evaluation of Options.

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

(End of provision)

[End of Section]