| SOLICITATION, OFFER AND AWARD | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700) | RATING DO-C9 | PAGE 1 | OF PAGES 116 |
|---|---|---|---|---|

| 2. CONTRACT NO. | 3. SOLICITATION NO. | 4. TYPE OF SOLICITATION | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NO. |
|---|---|---|---|---|
| | **NNA13424845R** | ☐ SEALED BID (IFB)<br>☒ NEGOTIATED (RFP) | 06/03/2013 | 4200424845 |

| 7. ISSUED BY CODE | 8. ADDRESS OFFER TO *(If other than Item 7)* |
|---|---|
| NASA Ames Research Center<br>Attn: Sarah Andrae, M/S 241-1<br>Moffett Field, CA 94035-0001 | NASA—Ames Research Center; Attn. Sarah Andrae<br>Mail Stop 241-1; Bldg. 241, Rm. 252; P.O. Box 1<br>Moffett Field, CA 94035-0001 |

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

## SOLICITATION

**9. Sealed offers in both original and copes 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 Building 241, Room 252 until Thursday, July18, 2013 at 3:00 p.m. 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 | B. TELEPHONE NO. *(NO COLLECT CALLS)* | C. EMAIL ADDRESS |
|---|---|---|---|
| | Sarah Andrae | (650) 604-3136 | Sarah.M.Andrae@nasa.gov |

11. TABLE OF CONTENTS

| (✓) | SEC | DESCRIPTION | PAGE(S) | (✓) | SEC | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
| | | PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | |
| | A | SOLICITATION/CONTRACT FORM | | | | CONTRACT CLAUSES | |
| | B | SUPPLIES OR SERVICES AND PRICE/COST | | | | LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | |
| | C | DESCRIPTION/SPECS./WORK STATEMENT | | | | ATTACHMENTS | |
| | D | PACKAGING AND MARKING | | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | |
| | E | INSPECTION AND ACCEPTANCE | | | K | REPRESENTATIONS, CERTIFICATIONS | |
| | F | DELIVERIES OR PERFORMANCE | | | | AND OTHER STATEMENTS OF OFFERORS | |
| | G | CONTRACT ADMINISTRATION DATA | | | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | |
| | H | SPECIAL CONTRACT REQUIREMENTS | | | M | EVALUATION FACTORS FOR AWARD | |

**SEE FOLLOWING PAGE**

## 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 *(See Section I, Clause No. 52.232-8)* | 10 CALENDAR DAYS % | 20 CALENDAR DAYS % | 30 CALENDAR DAYS % | CALENDAR DAYS % |
|---|---|---|---|---|

| 14. ACKNOWLEDGMENT OF AMENDMENTS *(The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:* | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|---|---|---|---|---|
| | | | | |
| | | | | |

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

| 15B. TELEPHONE NO. | | | ☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | 17. SIGNATURE | 18. OFFER DATE |
|---|---|---|---|---|---|
| AREA CODE | NUMBER | EXT | | | |

## 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: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c)( ) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* | ITEM 25 |
|---|---|---|

| 24. ADMINISTERED BY *(If other than Item 7)* CODE | 25. PAYMENT WILL BE MADE BY CODE NSSC |
|---|---|
| | NASA/Shared Services Center<br>Financial Management Division (FMD), Accounts Payable<br>Bldg. 1111, C Road<br>Stennis Space Center, MS 39529-6000<br>NSSC-AccountsPayable@nasa.gov |

| 26. NAME OF CONTRACTING OFFICER *(Type or print)* | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |
|---|---|---|
| *Jill Willard, Contracting Officer* | *(Signature of Contracting Officer)* | |

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

# PART I - THE SCHEDULE

## TABLE OF CONTENTS

SOLICITATION, OFFER AND AWARD ..... 1
PART I - THE SCHEDULE ..... 2
TABLE OF CONTENTS ..... 2
SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS ..... 6
B.1 SUPPLIES AND/OR /SERVICES TO BE PROVIDED ..... 6
B.2 NFS 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991) ..... 7
B.3 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) 8
B.4 LIMITATIONS ON PERIOD OF PERFORMANCE ..... 9
B.5 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990) ..... 9
B.6 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS ..... 10
SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT ..... 11
C.1 SPECIFICATIONS/STATEMENT OF WORK ..... 11
SECTION D - PACKAGING AND MARKING ..... 12
D.1 CLAUSES INCORPORATED BY REFERENCE ..... 12
SECTION E - INSPECTION AND ACCEPTANCE ..... 13
E.1 CLAUSES INCORPORATED BY REFERENCE ..... 13
E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003) ..... 13
SECTION F - DELIVERIES OR PERFORMANCE ..... 14
F.1 CLAUSES INCORPORATED BY REFERENCE ..... 14
F.2 PERIOD OF PERFORMANCE ..... 14
F.3 DELIVERY SCHEDULE ..... 14
F.4 DELIVERY OF REPORTS ..... 15
F.5 PLACE OF PERFORMANCE ..... 15
F.6 ARC 52.249-90 NOTICE OF DELAY (FEB 1997) ..... 15
SECTION G - CONTRACT ADMINISTRATION DATA ..... 16
G.1 CLAUSES INCORPORATED BY REFERENCE ..... 16
G.2 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998) ..... 16
G.4 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997) ..... 18
G.5 NFS 1852.242-70 TECHNICAL DIRECTION (SEP 1993) ..... 18
G.6 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (JAN 2011) ..... 19
G.7 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) (ALT I) (JAN 2011) ..... 21
G.8 NFS 1852.245-73 FINANCIAL REPORTNG OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011) ..... 23
G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011) ..... 24
G.10 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011) ..... 24

G.11 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011) 24
G.12 NFS 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT VALUE (JAN 2011) ..... 26

SECTION H - SPECIAL CONTRACT REQUIREMENTS ..... 27
H.1 CLAUSES INCORPORATED BY REFERENCE ..... 27
H.2 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) ..... 27
H.3 NFS 1852.235-17 KEY PERSONNEL AND FACILITIES (MAR 1989) ..... 28
H.4 NFS 1852.235-74 ADDITIONAL REPORTS OF WORK—RESEARCH AND DEVELOPMENT (FEB 2003) ..... 29
H.5 NFS 1852.242-72 OBESERVANCE OF LEGAL HOLIDAYS (AUG 1992) (ALT I) (SEP 1989) (ALT II) (OCT 2000) ..... 29
H.6 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007) ..... 30
H.7 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004) ..... 31
H.8 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988) ..... 32
H.9 ARC 52.227-96 HANDLING OF DATA (JUN 1989) ..... 32
H.10 ARC 52.227-97 DATA RIGHTS AND SUBCONTRACTING (MAY 2013) (ALT I) (MAY 2013) 33
H.11 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004) 36
H.12 ARC 52.230-90 CONTRACTOR PUCHASING (JAN 2012) (ALT I) ..... 36
H.13 ARC 52.231-90 SEVERANCE PAY (OCT 2012) ..... 37
H.14 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING ..... 37
H.15 NON-PERSONAL SERVICES ..... 40
H.16 PATENT RIGHTS ..... 41
H.17 SMALL BUSINESS SUBCONTRACTING GOALS ..... 41
H.18 INCORPORATION OF THE CONTRACTOR'S PROPOSAL ..... 41
H.19 ARC CLAUSE DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (MAY 2013) .. 42

PART II - CONTRACT CLAUSES ..... 43

SECTION I - CONTRACT CLAUSES ..... 43
I.1 CLAUSES INCORPORATED BY REFERENCE ..... 43
I.2 FAR 52.216-18 ORDERING (OCT 1995) ..... 47
I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) ..... 47
I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) ..... 48
I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) ..... 48
I.6 FAR 52.219-23 NOTICE FOR PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008) ..... 49
I.7 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) ..... 51
I.8 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION) ..... 51
I.9 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) 52
I.10 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 52
I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) ..... 52
I.12 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) .. 53

I.13 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004) 53

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ..... 54

SECTION J - LIST OF ATTACHMENTS ..... 54
J.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997) .. 54

PART IV - REPRESENTATIONS AND INSTRUCTIONS ..... 56

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS . 56
K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE ..... 56
K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012) ..... 56
K.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) 60
K.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012). 62
K.5 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) (ALT I) (APR 2011) ..... 63
K.6 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ..... 67
K.7 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) .... 68
K.8 FAR 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009) ..... 69
K.9 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) ..... 69
K.10 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007) ..... 70
K.11 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012) 70
K.12 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005) ..... 73
K.13 NFS 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (FEB 2012) (DEVIATION) ..... 73
K.14 NFS 1852.207-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (FEB 2012) (DEVIATION) ..... 73
K.15 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2012) (DEVIATION) ..... 74
K.16 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA—REPRESENTATION (FEB 2012) ..... 75

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS ..... 76
L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE ..... 76
L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) ..... 77
L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) ..... 77
L.4 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 77
L.5 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) ..... 78
L.6 NFS 1852.215-77 PRE-PROPOSAL/PRE-BID CONFERENCE (DEC 1998) ..... 78
L.7 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS ..... 78
L.8 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998) ..... 81
L.9 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS ..... 82
L.10 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS ..... 84

**SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS..... 105**
**M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE..... 105**
**M.2 EVALUATION APPROACH..... 105**
**M.3 WEIGHTING AND SCORING ..... 115**

(END OF TABLE OF CONTENTS)

[END OF SECTION]

# SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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

(a) This is a single award Cost-Plus-Fixed-Fee (CPFF) type contract with Core Requirement Contract Line Items (CLINS) and Indefinite Delivery Indefinite Quantity (IDIQ) CLINS. 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 set forth in Section C and as identified under individual Core elements and task orders.

Table B.1-1 Base Period

| Item No. | Description | Qty | Unit |
|---|---|---|---|
| | **BASE PERIOD** | | |
| 01* | 60-Day Phase-In Period as set forth in Section F, paragraph F.2(a) | 1 | Job |
| 02A* | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Contract Management Requirement, Base Period as set forth in Section F, paragraph F.2(a) | 1 | Job |
| 02B* | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Core Technical Elements, Base Period as set forth in Section F, paragraph F.2(a) | 1 | Job |
| 02C | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement, Base Period as set forth in Section F, paragraph F.2(a) | TBD | Task Orders |

*Base Period – Only Contract Line Item Nos. (CLIN), 01 (Phase-In), 02A Contract Management Requirement and 02B Core Technical Elements Requirement will be initiated at award.

(b) OPTION PERIODS. If Option Periods are exercised pursuant to FAR 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 Core elements and task orders.

(c) The amount of fixed fee will be calculated by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the Core Requirement and IDIQ Task Orders. The proposed fixed fee rate will apply to all Core requirements, task orders and changes under the contract.

Table B.1-2 Option Periods

| Item No. | Description | Qty | Unit |
|---|---|---|---|
| 03 | **OPTION PERIOD 1** | | |
| 03A | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Contract Management Requirement, Option Period 1 as set forth in Section F, paragraph F.2(b) | 1 | Job |
| 03B | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Core Technical Elements, Option Period 1 as set forth in Section F, paragraph F.2(b) | 1 | Job |
| 03C | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement, Option Period 1 as set forth in Section F, paragraph F.2(b) | TBD | Task Orders |
| 04 | **OPTION PERIOD 2** | | |
| 04A | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Contract Management Requirement, Option Period 2 as set forth in Section F, paragraph F.2(c) | 1 | Job |
| 04B | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Core Technical Elements, Option Period 2 as set forth in Section F, paragraph F.2(c) | 1 | Job |
| 04C | Intelligent Systems Research and Development Support – 2 (ISRDS-2), Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement, Option Period 2 as set forth in Section F, paragraph F.2(c) | TBD | Task Orders |

CLINS 02A, 02B, 03A, 03B, 04A, and 04B are Cost Plus Fixed Fee (CPFF) Core Requirements. CLINS 02A, 03A, and 04A encompass Contract Management for the Core Technical Elements and the IDIQ Requirements. If the Core Requirement decreases or increases, the Government reserves the right to re-negotiate the estimated cost.

(d) CLINS 02C, 03C, and 04C will be issued by the Contracting Officer as Indefinite Delivery/Indefinite Quantity (IDIQ) CPFF task orders in accordance with Clause H.2, NFS 1852.216-80, TASK ORDERING PROCEDURE (OCT 1996).

(END OF CLAUSE)

B.2 NFS 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)

(a) Estimated Cost.

The estimated cost of CLIN 01 is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01 is _____.

The estimated cost of CLIN 02A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02A is _____.

The estimated cost of CLIN 02B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02B is _____.

The estimated cost of CLIN 03A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03A is _____.

The estimated cost of CLIN 03B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03B is _____.

The estimated cost of CLIN 04A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04A is _____.

The estimated cost of CLIN 04B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04B is _____.

(END OF CLAUSE)

B.3 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 02C, 03C, and 04C during the potential effective period of this contract is $500,000.00 (Estimated Cost and Fixed Fee). The maximum amount of supplies or services that may be ordered under CLINS 02C, 03C, and 04C during the potential effective period of this contract is $240,000,000.00 (Estimated Cost and Fixed Fee). The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 02C, 03C, and 04C of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, and 04C, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of $500,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 03C, and 04C except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of $240,000,000.00.

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 02C, 03C, and 04C 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 $240,000,000.00 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 $240,000,000.00.

(END OF CLAUSE)

## B.4 LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for three (3) years from the effective date of the contract. This contract also includes two 1-year 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.5 NFS 1852.232-81 CONTRACT FUNDING (JUN 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, 02A and 02B 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.

Table B.4-1 Contract Funding for Core Requirements

| SUMMARY OF CONTRACT FUNDING - Core Requirements | FROM | BY | TO |
|---|---|---|---|
| Cost | $TBD | $TBD | $TBD |
| Fixed Fee | $TBD | $TBD | $TBD |
| Total Cost Plus Fixed Fee | $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 02C 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.

Table B.4-2 Contract Funding for IDIQ Requirements

| SUMMARY OF CONTRACT FUNDING - IDIQ Requirements | FROM | BY | TO |
|---|---|---|---|
| Cost | $TBD | $TBD | $TBD |
| Fixed Fee | $TBD | $TBD | $TBD |
| Total Cost Plus Fixed Fee | $TBD | $TBD | $TBD |

Tables B.4-1 and B.4-2 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 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 Fixed Fee Ceiling.

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

| CONTRACT VALUE SUMMARY- IDIQ | Years 1 to 3 Base CLIN 02C | Year 4 Option One CLIN 03C | Year 5 Option Two CLIN 04C | TOTAL |
|---|---|---|---|---|
| Estimated Cost | $ TBD | $ TBD | $ TBD | $ TBD |
| Fixed Fee | $ TBD | $ TBD | $ TBD | $ TBD |
| Total Estimated Cost & Fee | $ TBD | $ TBD | $ TBD | $ TBD |

(END OF CLAUSE)

[END OF SECTION]

# SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

## C.1 SPECIFICATIONS/STATEMENT OF WORK

In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein. The Contractor shall provide Intelligent Systems Research and Development Support as specified in Section B in accordance with the Statement of Work incorporated in Section J as Attachment J.1(a)1.

(END OF CLAUSE)

[END OF SECTION]

# SECTION D - PACKAGING AND MARKING

## D.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| None included by reference | | |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 1852.211-70 | SEP 2005 | PACKAGING, HANDLING, AND TRANSPORTATION |
| 1852.245-74 | JAN 2011 | IDENTIFICATION AND MARKING OF GOVERNMENT EQUIP MENT |

(END OF CLAUSE)

[END OF SECTION]

# SECTION E - INSPECTION AND ACCEPTANCE

## E.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 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)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| None included by reference | | |

(END OF CLAUSE)

## E.2 NFS 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 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 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 52.242-15 | AUG 1989 | STOP WORK ORDER (ALT I) (APR 1984) |
| 52.247-34 | NOV 1991 | F.O.B. DESTINATION |
| 52.242-17 | APR 1984 | GOVERNMENT DELAY OF WORK |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| None included by reference | | |

(END OF CLAUSE)

## F.2 PERIOD OF PERFORMANCE

(a) BASE PERIOD (Phase-In and Base Requirement)

The 60 day Phase-In shall be included in the Base Period performance period. The performance of the Base Period shall be for three (3) years from the effective date of the contract.

(b) OPTION PERIOD 1

If exercised, the performance period of Option Period 1 shall be twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD 2

If exercised, the performance period of Option Period 2 shall be twelve (12) months from the end of the Option Period 1

(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:

Ames Research Center
Contract "TBD"
Moffett Field, CA 94035-1000
Attn: Sonie Lau, Mail Stop 269-1

(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.1(a), Attachment 2, "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 other locations as directed by the Ames Research Center Contracting Officer.

(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)

[END OF SECTION]

# SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| None included by reference | | |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 1852.227-70 | MAY 2002 | NEW TECHNOLOGY |
| 1852.227-71 | APR 1984 | REQUEST 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 |

(END OF CLAUSE)

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

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

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

NASA/Shared Services Center
Financial Management Division (FMD), Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529-6000
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:

NASA/Shared Services Center
Financial Management Division (FMD), Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529-6000
NSSC-AccountsPayable@nasa.gov

(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: Sarah Andrae, M/S 241-1
Bldg. 241, Rm. 229
Moffett Field, CA 94035-0001

(ii) Copy 2 Auditor

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

(iii) Copy 3 Contractor

(iv) Copy 4 Contract Administration Office (if applicable), STAMPED "INFO COPY"

(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:

NASA/Shared Services Center
Financial Management Division (FMD), Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529-6000
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 NFS 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<br>M/S 202A-3<br>Moffett Field, CA 94035-0001 |
| Patent Representative | DL | NASA Ames Research Center<br>M/S 202A-4<br>Moffett 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. 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 NFS 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 (COR), 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 COR 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 COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR 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 COR shall be at the Contractor's risk.

(END OF CLAUSE)

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

(e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the

findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(END OF CLAUSE)

G.7 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) (ALT I) (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 (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at 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 for 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:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in Attachment J.1 (a)(4).

(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: Ames Research Center

(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 REPORTNG OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)

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

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

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

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

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall

contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(END OF CLAUSE)

G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

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

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(END OF CLAUSE)

G.10 RESERVED

(END OF CLAUSE)

G.11 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

(a) In addition to physical inventory requirements under the clause at FAR 52.245–1, Government Property, as incorporated in this contract, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding $100,000.

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

(ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245–1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245–1; and

(iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

(i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and

(ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and the Contractor provides written confirmation that the Government property exists in the recorded condition and location;

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the property administrator prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator within 10 calendar days of completion of the physical inventory. The report shall—

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of—

(i) Loss in accordance with the clause at 52.245–1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain auditable physical inventory records, including records supporting transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(END OF CLAUSE)

G.12 NFS 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT VALUE (JAN 2011)

(a) In addition to the property record data required by the clause at FAR 52.245-1, Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall -

(1) Identify the projects or missions that used the items;

(2) Specifically identify items of flown property;

(3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and

(4) Identify property used in test activity and, when known, the individuals who 0conducted the test.

(b) The Contractor shall include this information within item descriptions -

(1) On any Standard Form 1428, Inventory Schedule;

(2) In automated disposition systems;

(3) In any other disposition related reports; and

(4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.

(END OF CLAUSE)
[END OF SECTION]

# SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| None included by reference | | |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 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 (Insert: " NASA Ames Research Center" in paragraph (b)) |
| 1852.228-71 | DEC 1988 | AIRCRAFT FLIGHT RISKS |
| 1852.235-73 | DEC 2006 | FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II)(DEC 2005) |
| 1852.244-70 | APR 1985 | GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM |

(END OF CLAUSE)

## H.2 NFS 1852.216-80 TASK ORDERING PROCEDURE (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 and identifying any proposed delivery of Limited Rights Data or 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 NFS 1852.235-17 KEY PERSONNEL AND FACILITIES (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.

TBD_____
_____
_____

(END OF CLAUSE)

H.4 NFS 1852.235-74 ADDITIONAL REPORTS OF WORK—RESEARCH AND DEVELOPMENT (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) Submission dates. Monthly 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. The final report shall be submitted within 15 days after the completion of the effort under the contract.

(END OF CLAUSE)

H.5 NFS 1852.242-72 OBESERVANCE OF LEGAL HOLIDAYS (AUG 1992) (ALT I) (SEP 1989) (ALT II) (OCT 2000)

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

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

Christmas Day

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

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

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(END OF CLAUSE)

H.6 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (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 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (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 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.9 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.10 ARC 52.227-97 DATA RIGHTS AND SUBCONTRACTING (MAY 2013) (ALT I) (MAY 2013)

(a) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.

(b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (b)2 below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment).

The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—*

| *Technical Data* | | | *Name of Person* |
|---|---|---|---|
| *to be Furnished* | *Basis for* | *Asserted Rights* | *Asserting* |
| *With Restrictions** | *Assertion*** | *Category**** | *Restrictions*****| 
| *(LIST)* | *(LIST)* | *(LIST)* | *(LIST)* |

**If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.*

***Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.*

****Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).*

*****Corporation, individual, or other person, as appropriate.*

*Date* _____

*Printed Name and Title* _____

_____

*Signature* _____

*(End of identification and assertion)*

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves

the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment).

The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.*

*The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:*

| *Computer Software* | | | *Name of Person* |
|---|---|---|---|
| *to be Furnished* | *Basis for* | *Asserted Rights* | *Asserting* |
| *With Restrictions** | *Assertion*** | *Category**** | *Restrictions*****  |
| *(LIST)* | *(LIST)* | *(LIST)* | *(LIST)* |

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.*

***Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.*

****Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).*

*****Corporation, individual, or other person, as appropriate.*

*Date* _____
*Printed Name and Title* _____
_____
*Signature* _____

*(End of identification and assertion)*

4. When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

(d) 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.

(e) 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.

(f) FAR Clause 52.227-17, Rights in Data – Special Works, applies to the following categories of Contract deliverables: software design documents including flowcharts, technical drawings, documentation, websites, and NASA presentations (Please reference Section 4.0 of the SOW).

(END OF CLAUSE)

H.11 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (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.12 ARC 52.230-90 CONTRACTOR PUCHASING (JAN 2012) (ALT I)

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 are typical for most support service contracts 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.13 ARC 52.231-90 SEVERANCE PAY (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

## H.14 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 Intelligent Systems Division (hereafter, referred to as Code TI or the Division) is part of the Exploration Technology Directorate (Code T) at the NASA Ames Research Center. Code TI conducts scientific research, develops technologies, builds applications, and infuses and deploys advanced information systems technology into NASA missions and other Federal Government projects.

The Division is a major contributor to enabling technology research and development of NASA's programs in Aeronautics Research Mission Directorate (ARMD), Science Mission Directorate (SMD), and Human Exploration and Operations (HEO). Programs supported by the Division include HEO's Robotics, Operations and Supportability, HEO's Exploration Technology Demonstration Program (ETDP), ARMD's

Aviation Safety and Fundamental Aeronautics programs, HEO's ISS Training system, SMD's Landsat data and mission operations and the Center's Small Sat Research projects.

In order to perform this contract and, thus, support ARC requirements, the Contractor may be required to participate within the scope of the Statement of Work, either fully or in part, in requirements identification and specification drafting, statement of work development, benchmarking, and other Government activities associated with Government procurements (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) and other Government activities where defining scope of future requirements is necessary. Further, contract performance also may require access to Government Sensitive Data or third party proprietary data, including inventions and software. Access to such Data, production of such Data by the Contractor, or participation in defining requirements for future competitions creates a potential Organizational Conflict of Interest. Finally, the performance of certain potential activities under this contract – including, but not limited to, proposal review and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect affiliation or competitive posture.

(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 first-tier 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:

(i) Design, develop, or produce enabling technologies where it participated in developing the requirements for procurement of such technologies; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon Government Sensitive Data, third-party proprietary data, or other non-public data of another Contractor, obtained by the Contractor because of the Contractor's access to, and support of its performance under this contract.

(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)(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 entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support ISRDS-2, 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 ISRDS-2.

(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)6). 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.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 PATENT RIGHTS

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

(END OF CLAUSE)

## H.17 SMALL BUSINESS SUBCONTRACTING GOALS

For purposes of this clause, the terms, “HUBZone Small Business Concern”, “Small Disadvantaged Business Concern”, “Service-Disabled, Veteran-Owned Small Business Concern”, “Veteran-Owned Small Business Concern”, “Women-Owned Small Business Concern”, and “Minority Serving Institutions (MSI)” are defined in paragraph 2.101 of the Federal Acquisition Regulation.

The total small business goal, expressed as a percent of total contract value including options, is 34 percent. The small business percentage goal, includes the following goals expressed as a percent of total contract value:

| | |
|---|---|
| Small Business | 15.0 percent |
| Small Disadvantaged Business Concerns | 5 percent |
| Woman-Owned Small Business Concerns | 7.5 percent |
| HUBZone Small Business Concerns | 1.0 percent |
| Veteran-Owned Small Business Concern | 3.0 percent |
| Service-Disabled, Veteran-Owned Small Business Concern | 2.0 percent |
| Minority Serving Institutions | 0.5 percent |

(END OF CLAUSE)

## H.18 INCORPORATION OF THE CONTRACTOR’S PROPOSAL

The Contractor’s Mission Suitability and Cost proposals, including revision(s), submitted in response to the solicitation entitled “Intelligent Systems Research and Development Support-2 (ISRDS-2),” are hereby incorporated into this contract by reference.

(END OF CLAUSE)

## H.19 ARC CLAUSE DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (MAY 2013)

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" (OS) 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 OS 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, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing OS software, such software being covered by an external OS software license. Some OS licenses contain requirements that should be considered during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS license may require that 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, Apache 2.0 or several other external OS licenses.) Prior to any development of software under this contract, any decision to incorporate into software development under this contract any Open Source software that is governed by an OS software license that is not compatible with the NOSA or other NASA-approved OS license shall be made deliberately in consultation with the Government task manager, who will consider the impact of the incompatibilities on software release and future programmatic goals. The Government task manager or Contracting Officer will consult with the Patent Counsel regarding questions related to OS license incompatibilities.

(END OF CLAUSE)

[END OF SECTION]

# PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.10 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 52.202-1 | JAN 2012 | 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) |
| 52.203-16 | DEC 2011 | PREVENTING PERSONAL CONFLICTS OF INTEREST |
| 52.204-4 | MAY 2011 | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER |
| 52.204-7 | DEC 2012 | CENTRAL CONTRACTOR REGISTRATION |
| 52.204-9 | JAN 2011 | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL |
| 52.204-10 | FEB 2012 | REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS |
| 52.207-5 | FEB 1995 | OPTION TO PURCHASE EQUIPMENT |
| 52.209-6 | DEC 2010 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT |
| 52.210-1 | APR 2011 | MARKET RESEARCH |
| 52.211-5 | AUG 2000 | MATERIAL REQUIREMENTS |
| 52.211-15 | APR 2008 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS |

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 52.215-2 | OCT 2010 | AUDIT AND RECORDS – NEGOTIATION |
| 52.215-8 | OCT 1997 | ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT |
| 52.215-10 | AUG 2011 | PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA |
| 52.215-11 | AUG 2011 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS |
| 52.215-12 | OCT 2010 | SUBCONTRACTOR COST OR PRICING DATA |
| 52.215-13 | OCT 2010 | SUBCONTRACTOR COST OR PRICING DATA- MODIFICATIONS |
| 52.215-14 | OCT 2010 | 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 |
| 52.215-19 | OCT 1997 | NOTIFICATION OF OWNERSHIP CHANGES |
| 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 | LIMITATION ON PASS-THROUGH CHARGES |
| 52.216-7 | JUN 2011 | ALLOWABLE COST AND PAYMENT (*Insert* “30 DAYS” *in paragraph (a)(3)*) |
| 52.216-8 | JUN 2011 | FIXED FEE |
| 52.217-8 | NOV 1999 | OPTION TO EXTEND SERVICES (*Insert* “30 DAYS”) |
| 52.219-4 | JAN 2011 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS<br>***To Be Completed by Offeror:*** "☐ 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 SUBCONTRACT PLAN (ALT II) (OCT 2001) |
| 52.219-14 | NOV 2011 | LIMITATIONS ON SUBCONTRACTING |
| 52.219-16 | JAN 1999 | LIQUIDATED DAMAGES – SUBCONTRACTING PLAN |
| 52.219-28 | APR 2012 | POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION |
| 52.222-1 | FEB 1997 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES |
| 52.222-2 | JUL 1990 | PAYMENT FOR OVERTIME PREMIUMS (*Insert*: "$0" *in paragraph (a)*) |
| 52.222-3 | JUN 2003 | CONVICT LABOR |
| 52.222-21 | FEB 1999 | PROHIBITION OF SEGREGATED FACILITIES |
| 52.222-26 | MAR 2007 | EQUAL OPPORTUNITY |
| 52.222-35 | SEP 2010 | EQUAL OPPORTUNITIES FOR VETERANS |
| 52.222-36 | OCT 2010 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES |
| 52.222-37 | SEP 2010 | EMPLOYMENT REPORTS ON VETERANS |
| 52.222-50 | FEB 2009 | COMBATING TRAFFICKING IN PERSONS |

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 52.222-54 | JUL 2012 | EMPLOYMENT ELIGIBILITY VERIFICATION |
| 52.223-5 | MAY 2011 | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I)(MAY 2011) |
| 52.223-6 | MAY 2001 | DRUG-FREE WORKPLACE |
| 52.223-10 | MAY 2011 | WASTE REDUCTION PROGRAM |
| 52.223-15 | DEC 2007 | ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS |
| 52.223-18 | AUG 2011 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING |
| 52.224-1 | APR 1984 | PRIVACY ACT NOTIFICATION |
| 52.224-2 | APR 1984 | PRIVACY ACT |
| 52.225-1 | FEB 2009 | BUY AMERICAN ACT-SUPPLIES |
| 52.225-13 | JUN 2008 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES |
| 52.226-1 | JUN 2000 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES |
| 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 (SHORT FORM)(ALT V)(DEC 2007) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM)) |
| 52.227-14 | DEC 2007 | RIGHTS IN DATA – GENERAL (ALT I)(DEC 2007)(ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL) |
| 52.227-16 | JUN 1987 | ADDITIONAL DATA REQUIREMENTS |
| 52.227-17 | DEC 2007 | RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS) |
| 52.227-23 | JUN 1987 | RIGHTS TO PROPOSAL DATA (TECHNICAL)<br>***To Be Completed by Offeror:***<br>Insert page # and proposal date in 1st sentence. |
| 52.228-7 | MAR 1996 | INSURANCE-LIABILITY TO THIRD PERSONS |
| 52.230-2 | MAY 2012 | COST ACCOUNTING STANDARDS |
| 52.230-3 | MAY 2012 | DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES |
| 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 |
| 52.232-20 | APR 1984 | LIMITATION OF COST |
| 52.232-22 | APR 1984 | LIMITATION OF FUNDS |

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 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 |
| 52.232-34 | MAY 1999 | PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (*Insert*: "no later than 15 days prior to submission of the first request for payment" *in paragraph (b)(1)*) |
| 52.233-1 | JUL 2002 | DISPUTES (ALT 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 VEGETATION |
| 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 |
| 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) (APR 1984) |
| 52.244-2 | OCT 2010 | SUBCONTRACTS (*Insert*: "TBD" *in paragraphs (d) and (j)*) |
| 52.244-5 | DEC 1996 | COMPETITION IN SUBCONTRACTING |
| 52.244-6 | DEC 2010 | SUBCONTRACTS FOR COMMERCIAL ITEMS |
| 52.245-1 | APR 2012 | GOVERNMENT PROPERTY |
| 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 | APR 2012 | GOVERNMENT SUPPLY SOURCES |
| 52.253-1 | JAN 1991 | COMPUTER GENERATED FORM/S |

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| CLAUSE NO. | DATE | TITLE |
|---|---|---|
| 1852.203-70 | JUN 2001 | DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS |
| 1852.204-76 | JAN 2011 | SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES |
| 1852.215-84 | NOV 2011 | OMBUDSMAN (Insert: "Deborah Feng, Associate Center Director for Mission Support; deb.feng@nasa.gov; 650-604-0256 in paragraph (b)) |
| 1852.216-89 | JUL 1997 | ASSIGNMENT AND RELEASE FORMS |
| 1852.219-75 | MAY 1999 | SMALL BUSINESS SUBCONTRACTING REPORTING |

| | | |
|---|---|---|
| 1852.219-76 | JUL 1997 | NASA 8 PERCENT GOAL |
| CLAUSE NO. | DATE | TITLE |
| 1852.219-77 | MAY 2009 | NASA MENTOR-PROTÉGÉ PROGRAM |
| 1852.223-74 | MAR 1996 | DRUG- AND ALCOHOL-FREE WORKPLACE |
| 1852.227-11 | DEC 2007 | PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) (MODIFIES FAR 52.227-11) |
| 1852.227-14 | DEC 2007 | RIGHTS IN DATA – GENERAL (MODIFIES FAR 52.227-14) |
| 1852.228-75 | OCT 1998 | 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 |
| 1852.243-71 | MAR 1997 | SHARED SAVINGS |

(END OF CLAUSE)

I.2 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through three years from the effective date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(END OF CLAUSE)

I.3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of $25 million;

(2) Any order for a combination of items in excess of $50 million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(END OF CLAUSE)

I.4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after one year from the end date of the contract.

(END OF CLAUSE)

I.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months.

(END OF CLAUSE)

I.6 FAR 52.219-23 NOTICE FOR PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 2008)

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

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

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR Part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR

Part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except—

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(END OF CLAUSE)

I.7 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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

(END OF CLAUSE)

I.8 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(END OF CLAUSE)

I.9 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—

NASA Ames Research Center
ATTN: Sarah Andrae, M/S 241-1
Bldg. 241, Rm. 229
Moffett Field, CA 94035-0001

(END OF CLAUSE)

I.10 FAR 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 these addresses:

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

(END OF CLAUSE)

I.11 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(END OF CLAUSE)

I.12 NFS 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)

I.13 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (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)

[END OF SECTION]

# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

J.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (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 | 06/03/2013 | 16 |
| 2 | Contract Data Requirements List | 12/06/2012 | 11 |
| 3 | Contractor's IT Security Plan* | TBD | TBD |
| 4 | Government Property List | 12/06/2012 | 18 |
| 5 | Contractor's Safety and Health Plan* | TBD | TBD |
| 6 | Contractor's Organizational Conflicts of Interest Avoidance Plan | TBD | TBD |
| 7 | Contractor's Small Business Subcontracting Plan (if applicable)* | TBD | TBD |
| 8 | Contractor's Small Business Subcontracting Plan Goals (if applicable)* | TBD | TBD |
| 9 | Contractor Phase-in Plan | TBD | TBD |

*To be completed shortly after award or by subsequent modification.

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

| Attachment | Title | No. of Pages |
|---|---|---|
| 1 | Proposal Cover Sheet (JA 038): Exhibit 1 | 1 |
| 2 | Cost Template Workbook: Exhibits 2 through 18 | 19 |
| 3 | Contract Facilities Capital Cost of Money (DD Form 1861 and Form CASB-CMF) | 2 |
| 4 | Quarterly Contractor Financial Management Report (NF 533Q) | 2 |
| 5 | Monthly Contractor Financial Management Report (NF533M) | 2 |
| 6 | Past Performance Questionnaire | 2 |
| 7 | Standard Labor Categories and Descriptions | 2 |
| 8 | Sample Core Technical Elements Staffing Skill Mix | 1 |
| 9 | Historical IDIQ Staffing Skill Mix | 1 |

(END OF CLAUSE)

[END OF SECTION]

# PART IV - REPRESENTATIONS AND INSTRUCTIONS

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

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| 52.225-25 | DEC 2012 | PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| None Included by Reference. | | |

(END OF PROVISION)

K.2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012)

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

(2) The small business size standard is 500 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, 2010, or 2012.

(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, Alternates I, II, and III.) 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 $77,494, the provision with its Alternate II applies.

(D) If the acquisition value is $77,494 or more but is less than $100,000, the provision with its Alternate III 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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. 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:

X (i) 52.219-22, Small Disadvantaged Business Status.
X (A) Basic.
_ (B) Alternate I.

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

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

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

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

X (vi) 52.227-6, Royalty Information.
X (A) Basic.
_(B) Alternate I.

X (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 |
|---|---|---|---|
| _____ | _____ | _____ | _____ |

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.3 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (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.4 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(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 via https://www.acquisition.gov (see 52.204-7).

(END OF PROVISION)

K.5 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) (ALT I) (APR 2011)

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

(2) The small business size standard is 500 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) Representations.

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

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

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [*Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.*] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:* _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.*] The offeror represents as part of its offer that—

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:* _____.] Each

EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision*.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) [*Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision*.] The offeror represents, as part of its offer, that—

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

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:* _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [*Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.*] The offeror shall check the category in which its ownership falls:
_____ Black American.
_____ Hispanic American.
_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

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

(1) Means a small business concern—

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

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

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

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

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

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

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

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

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

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

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;
(ii) Be subject to administrative remedies, including suspension and debarment; and
(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(END OF PROVISION)

K.6 FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed

$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall—

(1) Be punished by imposition of a fine, imprisonment, or both;
(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(END OF PROVISION)

K.7 FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—
(a) It has [ ], has not [ ] participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has [ ], has not [ ] filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

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

K.9 FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

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

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

(END OF PROVISION)

K.10 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: IDENTIFY IN ACCORDANCE WITH THE INSTRUCTIONS AND FORMAT SPECIFIED IN CLAUSE H.10, DATA RIGHTS AND SUBCONTRACTING.

(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.11 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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 $700,000 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 subparagraph (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 subparagraph (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.12 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (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.13 NFS 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (FEB 2012) (DEVIATION)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(END OF PROVISION)

K.14 NFS 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (FEB 2012) (DEVIATION)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than $5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax

assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows--

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(END OF PROVISION)

K.15 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2012) (DEVIATION)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or

(2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that:

(1) It is [ ] is not [ ] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(END OF PROVISION)

K.16 NFS 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)

[END OF SECTION]

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

## L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

Provisions at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and must be 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. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| 52.204-6 | DEC 2012 | DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER |
| 52.211-14 | SEP 1990 | NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, and ENERGY PROGRAM USE (*Insert check in the box designated for DO rated order*) |
| 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 CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA |
| 52.215-22 | OCT 2009 | LIMITATIONS ON PASS-THROUGH CHARGES |
| 52.219-24 | OCT 2000 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMS – TARGETS |
| 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)

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| 1852.219-73 | MAY 1999 | SMALL BUSINESS SUBCONTRACTING PLAN |
| 1852.223-73 | NOV 2004 | SAFETY AND HEALTH PLAN |
| 1852.227-71 | APR 1984 | REQUEST FOR WAIVER OF RIGHTS TO INVENTIONS |
| 1852.227-84 | DEC 1989 | PATENT RIGHTS CLAUSES |
| 1852.231-71 | MAR 1994 | DETERMINATION OF COMPENSATION REASONABLENESS |
| 1852.233-70 | OCT 2002 | PROTESTS TO NASA |
| 1852.245-80 | JAN 2011 | GOVERNMENT PROPERTY MANAGEMENT INFORMATION (ALT I) (JAN 2011) |

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| 1852.245-81 | JAN 2011 | LIST OF AVAILABLE GOVERNMENT PROPERTY |

(END OF PROVISION)

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

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) contract consisting of a definitive Core Requirement and Indefinite Delivery Indefinite Quantity (IDIQ) task orders resulting from this solicitation.

(END OF PROVISION)

L.3 FAR 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, Sarah Andrae at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

NASA Ames Research Center
Attn: Sarah Andrae, M/S 241-1
Building 241, Room 229
Moffett Field, CA 94035-0001

(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 FAR 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 these addresses.

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

(END OF PROVISION)

L.5 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the provision.

(END OF PROVISION)

L.6 NFS 1852.215-77 PRE-PROPOSAL/PRE-BID CONFERENCE (DEC 1998)

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

Date: Tuesday, February 26, 2013 from 10:00 a.m. to 12:00 p.m.
Location: NASA Ames Research Center, Building N258, Room 127

Other Information, as applicable:
All information regarding the pre-proposal/pre-bid conference was posted through the Federal Business Opportunities (FBO) and NASA Acquisition Internet Service (NAIS) websites.

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

(END OF PROVISION)

L.7 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 | Required Copies to NASA-ARC Addressed per SF 33, Block 9 | | |
|---|---|---|---|
| | Original | Additional | Electronic |
| **Cover Letter**<br>Includes all information found in Section L.7 (b)(2) | 1 | 7 | 2 |
| **Vol. I, Mission Suitability Proposal** | see below | see below | see below |
| *Oral Presentation* | 1 | 7 | 2 |
| A. Management Approach | | | |
| Organizational Structure/Partnering Approach | | | |
| Key Personnel | | | |
| Staffing, Recruitment, Retention, and Training | | | |
| Phase-in Plan | | | |
| *Written Proposal* | 1 | 7 | 2 |
| A. Management Approach | | | |
| Key Personnel | | | |
| Case Study | | | |
| Total Compensation Plan | | | |
| Organizational Conflicts of Interest Avoidance Plan | | | |
| Safety and Health Plan | | | |
| B. Technical Understanding | | | |
| C. Small Business Utilization | | | |
| **Vol. II, Past Performance Proposal** | 1 | 7 | 2 |
| **Vol. III, Cost Proposal** | 1 | 7 | 2 |

(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 Section B, “Estimated Cost and Fixed Fee,” with the proposed fee percentage inserted in the appropriate blank space.

- A completed response to Section H, H.3 “Key Personnel and Facilities” NFS clause 1852.235-71.
- A completed response to Section I, “Contract Clauses,” FAR clauses 52.219-4, 52.219-23, and 52.227-23.
- A completed response to Section L.1, NFS 1852.245-80 "Government Property Management Information."
- For the Oral Presentation, provide a written list of names of the presenters, position titles, name of firm, and U.S. Citizen or Resident Alien status.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 33, Block 9.

(4) The pages and presentation slides 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.8, "Proposal Page Limitations."

(5) Submission shall consist of a total of two (2) quality, virus-scanned, virus-free CD-R/CD-RW or USB sticks 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. Each CD or USB stick shall include the following documents in PDF (Portable Document Format) – Cover letter, Volumes I – III, and Oral Presentation. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered the intended data. Please note that the electronic copies of the Cost Proposal Exhibits in Section J.1(b) Attachment 2 are required to be saved and submitted in their Excel (.xls) format and not as PDF documents.

(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 management and technical information shall be included in the Mission Suitability Proposal. No cost 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 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 the oral and written presentation. The proposal must specifically address each listed evaluation sub-factor.

(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 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.8 NFS 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.

| Proposal Component | Slide/Page Limit[1] |
|---|---|
| **Cover Letter** | No limit |
| **Volume I — Mission Suitability Proposal** | **Oral— 50 Slides**<br>**Written— 50 Pages** |
| **A. Management Approach** | Included in Slide and Page Limit Above |
| Organizational Structure/Partnering Approach (Oral Presentation) | Included in Slide Limit Above |
| Key Personnel (Oral Presentation and Written Proposal) [2] | Included in Slide Limit Above |
| Staffing, Recruitment, Retention, and Training (Oral Presentation) | Included in Slide Limit Above |
| Phase-in Plan (Oral Presentation) | Included in Slide Limit Above |
| Case Study (Written Proposal) | Included in Page Limit |

[1] Paragraph L.8(c) identifies the materials to be submitted that do not affect this limit.
[2] In the Key Personnel, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual. These do not count against the Written Proposal limitation. See paragraph L.8(c).

| | |
|---|---|
| | Above |
| Total Compensation Plan (Written Proposal) | No limit |
| Organizational Conflicts of Interest Avoidance Plan (Written Proposal) | No limit |
| Safety and Health Plan (Written Proposal) | No limit |
| **B. Technical Understanding (Written Proposal)** | Included in Page Limit Above |
| **C. Small Business Utilization Subcontracting Plan (Required for Large Businesses) (Written Proposal)** | No limit |
| **Volume II — Past Performance Proposal** | **Written—20 Pages** |
| **Volume III — Cost Proposal** | No limit |

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 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, graphics, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page and slide 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 Key Personnel, commitment letters shall be limited to no more than one page per individual, and the resumes with job descriptions shall be limited to no more than 3 total 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 and slides submitted in excess of the limitations specified in this provision will not be evaluated by the Government and pages will be returned to the Offeror.

(END OF PROVISION)

L.9 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

(a) Offerors must submit their oral presentation materials together with their proposals. 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 Portable Document Format (PDF). The Government will provide the computer, software, projector and screen to support the presentation of

the PDF file(s). 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 14 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 2 of the Offeror's Key Personnel present the oral presentation **(limit of three (3) presenters)**. **Additional attendees beyond the presenters are not allowed.** The Offeror shall introduce each of the presenters at the start of the oral presentation. This time will be included as part of the presentation. Requests for changes, substitutions, or additions to the proposed presenters are not allowed.

(d) The oral presentation shall specifically address each listed evaluation sub-factor with the exclusion of the written Mission Suitability sub-factors, 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 10 business 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 Presentation. The right to reschedule any Offeror's presentation is at the discretion of the Contracting Officer.

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

(h) The length of the presentation shall be no more than 70 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 | 70 |
| Break | 10 |
| Presentation Clarification | Unlimited (see paragraph (k) below) |

(i) The oral presentation will be in the form of a briefing of the factors and sub-factors identified in Section L, paragraph L.9, *Proposal Preparation–Specific Instructions (ARC 52.215-91)*. 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) Oral Presentation 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 70 minute presentation time limit.

(l) Slides are considered as part of the technical 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. If required after the conclusion of the oral presentation, clarifications will be conducted in writing from the Government to the Offeror.

(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.10 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 sub-factors. Only information pertinent to the factors and sub-factors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and sub-factors 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, 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 accomplishment of work.

(1) The evaluation will be based on the information presented in the oral presentation and the written proposal. The proposal must specifically address each listed evaluation sub-factor.

(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. 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 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 Mission Suitability Proposal shall address the following sub-factors:

| INDEX OF MISSION SUITABILITY SUB-FACTORS | | | | |
|---|---|---|---|---|
| **Para.** | **Sub-factor Title** | **Elements** | | **Format** |
| A | Management Approach | 1 | Organizational Structure/Partnering Approach | Oral |
| | | 2 | Key Personnel | Oral/Written |
| | | 3 | Staffing, Recruitment, Retention and Training | Oral |
| | | 4 | Phase-In Plan | Oral |
| | | 5 | Case Study | Written |
| | | 6 | Total Compensation Plan | Written |
| | | 7 | Organizational Conflicts of Interest Avoidance Plan | Written |
| | | 8 | Safety and Health Plan | Written |
| B | Technical Understanding | | | 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 sub-factors as there are no discrete point values to any of the elements.

**A. <u>Management Approach – (Sub-factor)</u>**

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.

**1. <u>Organizational Structure/Partnering Approach – Oral Presentation.</u>** The Offeror shall describe its organizational structure and partnering approach to performing the functions in the SOW, including rationale for the following:

- How the organizational structure and partnering approach provide clear internal and external lines of authority. Diagram of the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources to support the contract through all phases.

- Plan to be used to develop and to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. This shall include technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support.
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

**2. Key Personnel – Oral Presentation.** The Offeror shall describe its approach and rationale for proposed key personnel and address the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Reason why each position has been designated as key
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

**Key Personnel – Written Proposal.** The Offeror shall provide commitment letters with percentage committed and resumes for all proposed key personnel.

**3. Staffing, Recruitment, Retention and Training – Oral Presentation.** The Offeror shall describe its staffing and recruitment approach and rationale for the following:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. This shall include the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Recruitment plans, methods, and employee retention plans. Include plans for internal training, mentoring, and career development.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Process(es) for dealing with underperforming employees.

- Information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.).

4. **Phase-in Plan – Oral Presentation.** The Offeror shall describe its phase-in plan 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.
- Impact of 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.).

5. **Case Study – Written Proposal.** *Response to the Case Study: Proposals that merely restate the case study without discussing approach and rationale may be considered unacceptable and subject to rejection. Further, the Offeror can assume that the evaluation team has copies of the case study. Therefore, restating the case study is unnecessary.*

**Response to Case Study - Written.** The Case Study below is provided to enable the Government to evaluate the Offeror's overall understanding of the management challenges of a research and development organization. The Offeror's detailed response to the case study shall address the following:

- Management approach
- Unique and critical aspects of the management approach
- Implementation and operational schedule
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- Elements and justification of costs that must be considered (labor hours, ODCs, etc.)

**Case Study: External Collaborative Effort**

**Background**:
A United States Air Force (USAF) subcontract with a vendor to provide a next generation UAV software system fell through. The USAF needs this next generation UAV software system within 9 months. The

USAF would like to collaborate with the Division to meet this deliverable. For ISRDS-2, this project is strictly software. Vehicle system requirements have been baselined, and the system has passed Critical Design Review. The baselined software system requirements include:

- Embedded software system must provide autonomy, GN&C, and C&DH functionality for the aircraft
    - USAF will provide Matlab/Simulink aircraft dynamics models
- Software must execute on the existing UAV flight-qualified hardware avionics system
    - USAF will provide an engineering unit and/or development hardware environment
- Software must be tested in hardware-in-the-loop simulation at an USAF facility
- Software must be robust to unreliable data links (incomplete, out of order, latent)
- Software command and control must be secure against adversarial attacks (command upload, errant commands or data, etc.)
- Software telemetry must be secure against interception and interpretation by adversarial entities

***(Control requirements)***

- Software must provide receive, manage, and execute command instruction lists from the ground station operators
- Software must provide autonomous GPS-based waypoint control

***(Interface requirements)***

- Software must interface with existing ground station assets
    - USAF will provide the communication protocol specifications
- Software must interface with the aircraft's existing onboard subsystems, including propulsion, actuation, communications
    - USAF will provide specifications and protocols for onboard subsystems
- Software must receive, store, and telemeter data from the onboard payloads. (Payloads may include cameras, imagers, scanners, etc).
- Software must store and log all data received by the system in non-volatile memory (including vehicle subsystem data and ground commands).

**(Health management requirements)**

- Software must monitor vehicle subsystems' health and status, identify anomalies, and communicate information to the vehicle operators
- Software must take corrective action for subsystem anomalies designated critical by the USAF team
    - USAF will provide failure analysis and requirements for corrective action to be performed by the software
- Software must monitor internal software health and status, identify anomalies, communicate to the ground, and take corrective action
- Software must not be susceptible to single or double point failures (e.g., triple redundant voting for online verification and fault detection)
- Software control system must provide flight robustness against component failure
    - USAF will provide failure analysis, fault trees, and requirements for corrective action to be performed by the software

**(Project/program requirements)**

- Team must work with the remote USAF project team, including weekly telecons, reports, and assisting in project reviews
- Project must maintain ITAR compliance throughout development per USAF requirements
- Project team must support integration and testing at the USAF facility
- Project development process must show compliance with NASA software standards
    - Must provide software documentation per standards requirements
- Project team must develop and deliver operating and maintenance procedures for the software (as applicable)
- Project team must deliver the full source code and ensure it compiles/executes at the USAF facility

Explain what your approach would be to respond to the requirements with respect to the following (including assumptions and justifications):

- Staffing - Please list the position, skill mix, and role for each staff member.
- Cost elements that need to be considered
- Schedule – Provide schedule when the following milestones would be met:
    - Develop project plan
    - Develop software architecture
    - Software design review
    - Develop baseline system
    - Develop subsystem functionality
        - COMMS, Control Systems, etc.
    - Integration testing
    - Facility integration and testing (USAF lab)
- Restrictions
    - ITAR restrictions, compliance with MIL/NASA requirements

**6. <u>Total Compensation Plan – Written Proposal</u>**

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 subcontractors (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:

a. 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.

b. Identify salary ranges and fringe benefits proposed for professional 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.

c. Provide supporting data, such as recognized national, regional, and local compensation surveys and

studies of professional, public and private organizations, used in establishing the total professional compensation structure.

**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.14 (*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 Plan – Written Proposal**

The Offeror shall submit a written safety and health plan and shall include, at a minimum, those items listed below. Additional items may be included as Offeror deems appropriate.

(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) Description of specific activities to be performed and/or approaches to be taken to enhance the safety and health of the Offeror's workers in performing the duties of this contract.

A final fully-compliant safety and health plan that covers safety items in NPR 8715.3A and APR 1700.1 will be required at the end of Phase-In. This plan, as approved by the Contracting Officer, shall be incorporated into the contract as J.1 (a)(5).

**B. Technical Understanding – Written Proposal (Sub-factor)**

Stating that the Offeror understands and will comply with the requirements described in the SOW, as found in Attachment J.1(a)(1), is considered an inadequate response, as is paraphrasing. Statements such as "standard procedures will be employed" or "well known techniques will be used" do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation. Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

The Offeror's proposal shall demonstrate its understanding of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- Approach and management demonstrating an understanding of the technical areas of the SOW.
- Approach to staying abreast of innovative technologies and adopting them where appropriate.

- Approach to developing and infusing best practices and industry standards for the technical areas identified in the SOW.
- Identification of risk areas and recommend approaches to minimize the probability and impact of those risks.

**C. Small Business Utilization – Written Proposal (Sub-factor).**

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.

**SBU1. Small Business Subcontracting**

(1) Small Business Subcontracting 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 your proposal.

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

| | |
|---|---|
| Total Small Business Goals | 34.0% |
| Small Businesses (SB) | 15.0% |
| Small Disadvantaged Business Concerns (SDB) (Includes SDB's in represented and under-represented areas*) | 5.0% |
| Women Owned Small Business Concerns (WOSB) | 7.5% |
| HBCU/MI | 0.5 |
| HUBZone Small Business Concerns (HBZ) | 1.0% |
| Veteran Owned Small Business Concerns (VOSB) | 3.0% |
| Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB) | 2.0% |
| *Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under-represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDBs in industries that are designated by the Department of Commerce as underrepresented. For purposes of the Small Business | |

Subcontracting Plan, the proposed subcontracting goal for SDBs will be evaluated based upon the SDB's status as a small business.

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

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

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J.1 (a)(5) 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 shall complete Table L-4, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE <u>and</u> a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit 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:

**Table L-4: Small Business Subcontracting Plan Goals**

| | *Column A* | *Column B* | *Column C* |
|---|---|---|---|
| **Business Category** | **Goal as Percent of Contract Value** | **Dollar Value to be subcontracted per Category** | **Goal as Percent of Subcontracting Value** |
| Small Business Concerns | 25 percent | $25,000,000 | 50 percent |
| Large Business Concerns | n/a | $25,000,000 | 50 percent |
| Total Dollars to be Subcontracted | n/a | $50,000,000 | 100 percent |
| | | | |
| *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.* | | | |
| **Subcategories of Small Business Concerns** | | | |
| Women Owned Small Business Concerns | 9 percent | $9,000,000 | 18 percent |
| Small Disadvantaged Business Concerns | 5.0 percent | $5,000,000 | 10 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 |
| Minority Serving Institutions | 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 18 percent.
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).

**SBU2. <u>Commitment to the Small Business Program</u>**

(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 engineers, scientists, and highly skilled and trained technicians or specialists.

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

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For 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 Offeror and major subcontractors' relevant past performance 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 $5,000,000 or more covering a performance period of five (5) years. "Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies. 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 adjectival rating.

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

(1) A list of three (3) relevant contracts (including government and industry contracts), each in excess of $20,000,000 total contract value for the prime and each in excess of $5,000,000 total contract value for the major subcontractor, completed no more than five (5) years ago or on-going, involving related types of effort. These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable.

(2) Specific information is required from the Offeror and proposed major subcontractors' past and active customers as identified below.

(3) The Government reserves the right to request additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity; in others, an Offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships

between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

**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.

The Offeror and major subcontractors shall address the following:

- Total number of employees currently assigned to the contract
- Compliance with technical and schedule requirements
- Problems encountered and the resolutions used
- Retention of incumbent contractor employees, including percentage captured
- Ability to attract and retain high-caliber technical employees to address the contract requirements
- Ability to assess and re-assign staff, sometimes on short notice, based on technical performance
- Whether the Corporate Office fully supported the needs of the contract
- Type of work supported (i.e. Research, IT Support, Operations, etc.)
- If the contract involved task orders, then the average number of concurrent tasks

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.

**B. Reference Information.** The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government 10 days prior to the proposal due date. 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 Representative of **no more than three (3) relevant** completed (completed within the last *five* years) or active (underway at least one year) contracts. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above. The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to proposal due date.

3. Each Offeror and major subcontractor shall provide NASA Ames Research Center Contracting Officer a list of contracts from whom Offerors have requested past performance information 20 days prior to proposal due date, via email to Sarah.M.Andrae@nasa.gov.

**(c) Cost Proposal (Volume III)**

**1. INTRODUCTION**

a. Offerors' cost/price proposals shall consist of estimated costs and proposed fee for the Core Requirements. Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror.

b. The Government assumes that adequate cost/price competition will exist thereby negating the need for the certification of cost and pricing data with this proposal submission (See FAR 15.403-1).

c. 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:

1. Explain in detail all pricing and estimating techniques;

2. 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;

3. Comply with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees

4. Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS) requirements;

5. 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

6. Include all templates required in this RFP.

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

e. 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.

f. For cost purposes, Major Subcontractors are defined as those subcontractors providing a total contract value of $2,000,000 for the five year period of performance for the priced effort (Contract Management and Core Technical Elements).

g. 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 $2,000,000 for the five year period of performance for the priced effort (Contract Management and Core Technical Elements), a Volume III, Cost Proposal must be provided following the subsequently specified format.

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

i. 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.

j. 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.).

k. 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

a. 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 Fixed Fee, Prime
Exhibit 3: Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors
Exhibit 4: Summary of Elements of Cost – Contract Management
Exhibit 5: Summary of Elements of Cost – Core Technical Elements
Exhibit 6: Summary of Proposed Direct Labor Rates
Exhibit 7: Summary of Key Personnel Labor Rates
Exhibit 8: Direct Labor Cost Summary – Contract Management
Exhibit 9: Direct Labor Cost Summary – Core Technical Elements

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

b. 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.

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

## 3. COST PROPOSAL ORGANIZATION

a. 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). The ECM must contain the following exhibits:

1. **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.

2. **Exhibit 2, Summary of Proposed Cost and Fixed Fee, Prime:** This exhibit includes the total cost, total proposed fixed fee, total cost plus fee, and a grand total broken out by Phase-in period, individual contract years, total excluding Phase-in period, and grand total. .

3. **Exhibit 3, Summary of Proposed Cost and Fixed Fee, Prime and Subcontractors:** This exhibit is similar to Exhibit 2, except that subcontractors of $2,000,000 or more are differentiated out from the Prime Offeror's costs.

4. **Exhibit 4, Summary of Elements of Cost – Contract Management:** This exhibit summarizes the elements of cost (excluding fee) by contract year for each period of performance of the contract (base and options) for the contract management requirement. Details of the various elements of cost are to be shown in the exhibit.

5. **Exhibit 5, Summary of Elements of Cost – Core Technical Elements:** This exhibit summarizes the elements of cost (excluding fee) by contract year for each period of

performance of the contract (base and options) for the core technical elements. Details of the various elements of cost are to be shown in the exhibit. For purposes of proposal submissions, Offerors shall use the values in the following chart of Other Direct Costs (ODCs) which is intended to cover such items as materials, supplies, equipment, travel and training.

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

| Description | Year 1 (10 months) | Year 2 | Year 3 | Year 4 | Year 5 | Total Estimated Cost |
|---|---|---|---|---|---|---|
| Total ODC | $833,333 | $1,000,000 | $1,000,000 | $1,000,000 | $1,000,000 | $4,833,333 |

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.

6. **Exhibit 6, Summary of Proposed Direct Labor Rates:** This exhibit summarizes the Offeror's proposed direct labor rates for both the Contract Management Requirement and Core Technical Elements.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the Core Technical Elements to the SLCs using the guidelines provided (see J.1 (b) Attachment 7). SLCs are intended to broadly group proposed labor into a manageable number of categories.

For the Contract Management requirement, it is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet ISRDS-2 requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

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

The Offeror's proposed escalation rates for direct labor for Years 2 through 5 are to be shown in the row titled "Proposed Escalation Percentage (%)" in the columns for proposed direct labor rates in the yellow highlighted cells.

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 |
|---|---|

| | |
|---|---|
| 2013 | 2.3% |
| 2014 | 2.7% |
| 2015 | 3.1% |
| 2016 | 3.2% |
| 2017 | 3.1% |
| 2018 | 2.9% |
| 2019 | 2.7% |

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.).

In the "Staffing" column, the Offeror is to indicate, the proposed source of staffing for each labor category (retained incumbent employees, current employees of the Offeror or new hire).

7. **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.

8. **Exhibit 8, Direct Labor Cost Summary – Contract Management:** This exhibit shows the direct labor cost for the Contract Management Requirement for each contract year with the labor rates from Exhibit 6 used to compute the cost.

   It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet ISRDS-2 requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

   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 their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime 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.

9. **Exhibit 9, Direct Labor Cost Summary – Core Technical Elements:** This exhibit shows the direct labor cost for the Core Technical Elements 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 their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime 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.

10. **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 data 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.

11. **Exhibit 11, Overhead and/or Fringe Benefits:** This exhibit shows, by Offeror's fiscal year, each item of expense included in the Overhead or fringe benefits pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Exhibit 11 must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. 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.

    If the Offeror has a negotiated Forward Pricing Rate Agreement with the cognizant Government agency, a copy of the signed agreement may be submitted in lieu of Exhibit 11.

12. **Exhibit 12, General and Administrative (G&A) Expense Schedule:** This schedule shows, by Offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firmed (backlog) and prospective business, on this schedule. 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.

    If the Offeror has a negotiated Forward Pricing Rate Agreement with the cognizant Government agency, a copy of the signed agreement may be submitted in lieu of Exhibit 12.

13. **Exhibit 13, Minor Subcontractor Template:** The minor subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those subcontracts that have an

estimated total value of less than $400,000.00 per year or $2,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template. Examples should be removed from the exhibit when the Offeror's proposal is submitted.

14. **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 Benefitll 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 Costll 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.

15. **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. In the reference column indicate the page in the Volume I Mission Suitability proposal, under Total Compensation Plan, that each item is discussed.

16. **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 SEC 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 Right", 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 SEC 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.

17. **Exhibit 17, Phase-In Template:** The Phase-In Template is required of the prime only and is designed to show the total cost plus fixed fee (include all subcontractor Phase-In costs and fee). 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.

18. **Exhibit 18, Schedule of Subcontracts:** This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of $2,000,000 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. A brief description of work to be subcontracted;
    b. Number of quotes solicited and received;
    c. Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
    d. Subcontractor selected and basis for selection; and
    e. Cost or price analysis performed by the Offeror.

## 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 DD Form 1861 and Form CASB-CMF. (See Section J.1(b) Attachment 3) 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. FIXED FEE

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the Core and IDIQ tasks. The proposed fixed fee rate will apply to all Core work, task orders and changes under the contract.

(END OF PROVISION)

[END OF SECTION]

# SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

## M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

| PROVISION NO. | DATE | TITLE |
|---|---|---|
| 52.217-5 | JUL 1990 | EVALUATION OF OPTIONS |

### II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

| PROVISION NO. | DATE | TITLE |
|---|---|---|

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 (Volume III). A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant sub-factors." Specific information regarding each factor is provided below.

(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) Proposals will be evaluated 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. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

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

(5) 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. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant sub-factors." 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 sub-factors will be adjectivally rated 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 Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor.

(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 and the currency of the past performance to assess the Offeror's overall confidence rating assigned. 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 recent and relevant past performance is of exceptional merit that is highly germane (e.g. size, scope and complexity) to the requirement; 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. The mere absence of a significant weakness does not make a proposal meet this rating.) |
| High Level of Confidence | The Offeror's recent and relevant past performance is at least pertinent (e.g. size, scope, and complexity) to the requirement; 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 recent and relevant past performance may be limited in terms of the size, scope and complexity when compared 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 recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates 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 recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance. |

| | |
|---|---|
| | 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 price. A cost realism analysis will be performed to assess the reasonableness and realism of the proposed costs. It is not numerically scored.

(a) **Mission Suitability Factor (Volume I).** The Offeror's Mission Suitability proposal will be evaluated 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 overall resources proposed 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 sub-factors will be adjectivally rated and 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.

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 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 sub-factors 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 sub-factors as there are no discrete point values to any of the elements.)

| Para. | Sub-factor Title | Elements | |
|---|---|---|---|
| A | Management Approach | 1 | Organizational Structure/Partnering Approach |
| | | 2 | Key Personnel |
| | | 3 | Staffing, Recruitment, Retention and Training |
| | | 4 | Phase-In Plan |
| | | 5 | Case Study |
| | | 6 | Total Compensation Plan |
| | | 7 | Organizational Conflicts of Interest Avoidance Plan |
| | | 8 | Safety and Health Plan |
| B | Technical Understanding | | |
| C | Small Business Utilization | | |

**A. Management Approach.** This sub-factor will be used to evaluate the Offeror's management and business approaches. Under this sub-factor, an evaluation will be made of the Offeror's overall management and business approaches 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 the Offeror's organizational structure/partnering approach and rationale to determine the reasonableness, effectiveness, and efficiency of the following:

- How the organizational structure and partnering approach provides clear internal and external lines of authority. The structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- Organization and coordination of all performing entities, in particular all subcontractors, and their relationship to the overall effort.
- Authority and responsibility vested in site and technical-task managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to develop and to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a timely, efficient and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested (including technical and business assistance provided by corporate offices of the prime and major subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support.)
- Benefits to the Government of the above identified resources (in terms of mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.

**2. Key Personnel – Oral Presentation.** The Government will evaluate the Offeror's Key Personnel approach and rationale to determine the reasonableness, effectiveness, and efficiency of the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Why each position has been designated as key
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.

- Procedures for replacing key personnel.

**Key Personnel – Written Proposal.** The Government will evaluate the Offeror's Key Personnel written proposal to determine the reasonableness, effectiveness, and efficiency of the following: commitment letters, and resumes for key management and technical personnel) will be evaluated to determine reasonableness and effectiveness.

**3. Staffing, Recruitment, Retention and Training – Oral Presentation.** The Government will evaluate the Offeror's Staffing, Recruitment, Retention and Training approach and rationale to determine the reasonableness, effectiveness, and efficiency of the following:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work, including the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Recruitment plans, methods, and employee retention plans, including plans for internal training, mentoring, and career development.
- Approach to dealing with difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Process for dealing with underperforming employees.
- Information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Proposed methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.).

**4. Phase-in Plan – Oral Presentation.** The Government will evaluate the Offeror's Phase-in Plan approach and rationale to determine the reasonableness, effectiveness, and efficiency of 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 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.).

**5. Case Study – Written Proposal**

The Government will evaluate the Offeror's Case Study response to determine the comprehensiveness, effectiveness, efficiency, and innovativeness of the following:

- Management approach
- Unique and critical aspects of the management approach
- Implementation and operational schedule
- Identification and mitigation of risks
- Assumptions made in responding to the case study
- Elements and justification of price and costs that must be considered (labor hours, ODCs, etc.)

**6. Total Compensation Plan – Written Proposal**
The Government will evaluate the Offeror's Total Compensation Plan for all personnel proposed, in accordance with NFS provision 1852.231-71, *Determination of Compensation Reasonableness*, if applicable, and FAR provision 52.222-46, *Evaluation of Compensation for Professional Employees*. The plan will be evaluated for appropriateness, reasonableness, and effectiveness of the following:

a. The personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

b. The salary ranges and fringe benefits proposed for professional 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.

c. The benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.

d. The supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

**7. Organizational Conflict of Interest Avoidance Plan – Written Proposal.** The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan for appropriateness, reasonableness, and effectiveness 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.14, 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 Plan – Written Proposal.** 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 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 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) Description of specific activities to be performed and/or approaches to be taken to enhance the safety and health of the Offeror's workers in performing the duties of this contract.

**B. Technical Understanding – Written Proposal (Sub-factor).** Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach.

The Government will evaluate the Offeror's proposal on how well it demonstrates its comprehension of each of the requirements of the SOW and specifically addresses how the work will be accomplished. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness of the following:

- Approach and management demonstrating an understanding of the technical areas of the SOW.
- Approach to staying abreast of innovative technologies and adopting them where appropriate.
- Approach to developing and infusing best practices and industry standards for the technical areas identified in the SOW.
- Identification of risk areas and recommend approaches to minimize the probability and impact of those risks.

**C. Small Business Utilization – Written Proposal (Sub-factor).**

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.

**1. Small Business Subcontracting**

(a) 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 Officer's 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.

(b) 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.

**2. Commitment to Small Businesses**

(a) 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.)

(b) 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.)

(c) 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.)

(b) **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 and 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 the relevant areas below.

1. **Past Performance Evaluation Criteria**

The Government will review recent and active contracts (as defined in Section L.10(b)), to determine the relevance of the experience to the work anticipated to be performed under this proposed contract. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L. The past performance of the Offeror and major subcontractors will be thoroughly evaluated for the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offer and major subcontractors regarding the following areas.

- Total number of employees currently assigned to the contract
- Compliance with technical and schedule requirements
- Problems encountered and the resolutions used
- Retention of incumbent contractor employees, including percentage captured
- Ability to attract and retain high-caliber technical employees to address the contract requirements
- Ability to assess and re-assign staff, sometimes on short notice, based on technical performance

- Whether the Corporate Office fully supported the needs of the contract
- Type of work supported (i.e. Research, IT Support, Operations, etc.)
- If the contract involved task orders, then the average number of concurrent tasks

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

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

(c) **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 proposal by evaluating the realism of each Offeror's 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 solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. 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 fixed fee will be used in computing the Probable Cost Plus Fixed Fee.

(4) The overall cost plus fixed fee for selection purposes will be the sum of the cost plus fixed fee proposed for the Contract Management requirement (CLINs 02A, 03A, and 04A) and Core Technical Elements (CLINs 02B, 03B, and 04B).

The Government will evaluate proposed Phase-in cost (CLIN 01) for reasonableness and realism, however, Phase-in will not be included in the total evaluated cost plus fixed fee,

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 best 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 Clause ARC 52.215-104 (Evaluation Approach).

(b) The Mission Suitability sub-factors 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) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost will be evaluated for realism, a probable cost adjustment will be made if appropriate, and a confidence level rating will be assigned. Cost will also be evaluated for its impact on Mission Suitability. 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 identified above, Mission Suitability is moderately more important than Past Performance, and Past Performance is significantly 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 sub-factors are indicative of the relative importance of those evaluation areas. The Mission Suitability sub-factors to be evaluated are weighted for purposes of assigning numerical scores as follows:

| MISSION SUITABILITY | |
|---|---|
| **Sub-factors** | **Assigned Weight** |
| Management Approach<br>Organizational Structure/Partnering Approach<br>Key Personnel<br>Staffing, Recruitment, Retention, and Training<br>Phase-in Plan<br>Case Study<br>Total Compensation Plan<br>Organizational Conflicts of Interest Avoidance Plan<br>Safety and Health Plan | **500** |
| Technical Understanding | **400** |
| Small Business Utilization | **100** |
| **TOTAL** | **1000** |

(END OF PROVISION)

[END OF SECTION]