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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

**B. 1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED  
(DEC 2013)**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

| <b>Item</b> | <b>Description</b>  | <b>Reference</b>   | <b>Schedule</b>   | <b>Delivery Method/Addressee(s)</b>   |
|-------------|---|--|---|---|
| 1           | Services and Deliverables in accordance with Attachment A, SOW              | As Defined in Attachment A, SOW  | As Defined in Attachment A, SOW   | As Defined in Attachment A, SOW   |
| 2           | Services and Deliverables in accordance with Task Orders Issued and the SOW | As Defined in Individual Task Orders Issued  | As Specified in Individual Task Orders Issued                               | As Specified in Individual Task Orders Issued   |
| 3           | Task Plans  | Clause B.8<br>GSFC 52.216-91<br>Clause H.3<br>NFS 1852.216-80                                      | As Required in Clause   | NASA Task Order Management System (TOMS)  |
| 4           | Reports of Work   | Clause C.2<br>GSFC 52.235-91   | As Required in Clause   | As specified in Clause  |
| 5           | NASA Financial Management Reports   | Clause G.13<br>GSFC 52.242-90,<br>Clause G.5<br>NFS 1852.242-73<br>and Section J.1<br>Attachment D | Monthly and Quarterly in accordance with Attachment D                       | Electronic Format/<br>Contracting Officer (CO),<br>Contracting Officer's<br>Representative (COR),<br>Resource Analyst (RA) &<br>Regional Finance Office |
| 6           | Foreign Travel Requests and Foreign Travel Reports                          | Clause G.2<br>NFS 1852.242-71  | Requests—30 days in Advance of Travel Reports—<br>Upon Conclusion of Travel | As specified in Contracting Officer's (CO) travel approval  |
| 7           | Requests for Government Property  | Clause G.6<br>NFS 1852.245-70  | 30 Days Prior to Acquire Date   | Electronic Format/CO  |

| <b>Item</b> | <b>Description</b>  | <b>Reference</b>  | <b>Schedule</b>  | <b>Delivery Method/Addressee(s)</b>   |
|-------------|---|---|--|---|
| 8           | Financial Report of NASA Property in the Custody of Contractors (NF 1018) | Clause G.8<br>NFS 1852.245-73   | Annual Report by October 15 <sup>th</sup> and Final Report   | NF 1018 Electronic Submission System (NESS)   |
| 9           | Physical Inventory of Capital Personal Property Reporting                 | Clause G.11<br>NFS 1852.245-78  | Within 10 Calendar Days of Annual Physical Inventory   | Property Administrator  |
| 10          | Contract Historical Data  | Clause H.17<br>GSFC 52.242-91<br>And Section J.1<br>Attachment I                                  | 30 Days after Contracting Officer Request  | Electronic Format/CO  |
| 11          | Safety & Health Reporting   | Clause H.4<br>NFS 1852.223-70, Clause H.5<br>NFS 1852.223-75<br>and Clause H.10<br>GSFC 52.223-91 | Monthly/Quarterly Reports and As Required  | NASA Incident Reporting Information System (IRIS)                                     |
| 12          | Reporting of Inventions   | Section I<br>FAR 52.227-11  | Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion | Electronic or Hard Copy Format/New Technology Representative or Patent Representative |
| 13          | Personal Identity Verification (PIV) Documentation and Reporting          | Clause H.8<br>GSFC 52.204-99<br>And Section J.1<br>Attachment F                                   | Original list due within in 15 days of contract award date, Monthly and Final reports due as required by the clause.             | Electronic Format/ COR & Code 240   |
| 14          | Equal Opportunity Reports   | Clause I.1<br>FAR 52.222-26   | As Specified by FAR 52.222-26  | Electronic Format/CO & Code 120   |
| 15          | Insurance Notifications   | Clause I.1<br>FAR 52.228-7<br>and Clause<br>NFS 1852.228-75                                       | As Specified by NFS 1852.228-75  | Electronic Format/CO  |

| Item | Description   | Reference                      | Schedule   | Delivery Method/Addressee(s)  |
|------|---|--------------------------------|--|---|
| 16   | Subcontract Notification                                  | Clause I.11<br>FAR 52.244-2    | 30 Days Prior to Subcontract Award Date                            | Electronic or Hard Copy Format/CO   |
| 17   | IT Security Management Plan                               | Clause I.7<br>NFS 1852.204-76  | 30 Days after Contract Effective Date & Annual Updates As Required | Electronic Format/CO  |
| 18   | Organizational Conflicts of Interest (OCI) Avoidance Plan | Clause I.15<br>NFS 1852.237-72 | 30 Days after Contract Effective Date                              | Electronic Format/CO  |
| 19   | Affirmative Procurement of Biobased Products              | Clause I.1<br>FAR 52.223-2     | Annually by October 31 and Final Report                            | <a href="http://netsdata.grc.nasa.gov/">http://netsdata.grc.nasa.gov/</a> |
| 20   | Service Contract Reporting                                | Clause I.2 FAR 52.204-15       | As specified by FAR Clause 52.204-15                               | See Clause FAR 52.204-15(d)   |

(End of clause)

**B. 2 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 during the effective ordering period established in Clause F.1 of this 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)

**B.3 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 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 \$25M

(2) Any order for a combination of items in excess of \$25M or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (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)

#### **B.4 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 beyond one (1) year from the end of the contract's effective ordering period for those orders placed within the ordering period.

(End of clause)

#### **B.5 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)**

The estimated cost of this contract is **[to be negotiated by task order]**. **The maximum available award fee is \$[to be negotiated by task order]**. The total estimated cost and award fee is **\$[to be negotiated by task order]**.

(End of clause)

#### **B.6 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 **\$[to be determined by the Government]**. This allotment is for **[to be determined by the Government]** and covers the following estimated period of performance: **[to be determined]**.

(b) An additional amount of **\$[to be determined by the Government]** is obligated under this contract for payment of fee.

(End of clause)

#### **B.7 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$1,000,000 (inclusive of fee). The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$296M (inclusive of fee). All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under 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 may be adjusted unilaterally by the Government on an as needed 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 30% of the original maximum amount.

(End of clause)

### **B.8 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010)**

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in **Attachment (B), Direct Labor Rates, Indirect Rates, and Award Fee Matrices**, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

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

(c) The Government and Contractor agree that the award percentage specified in Clause J.1, **Attachment (B), Direct Labor Rates, Indirect Rates, and Award Fee Matrices** shall be used to calculate the fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(End of clause)

**B.9 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)**

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

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

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

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

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

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

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

**[END OF SECTION B]**

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

### **C.1 GSFC 52.211-91 SCOPE OF WORK (AUG 2013)**

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the Statement of Work, Attachment A and task orders issued hereunder.

(End of clause)

### **C.2 GSFC 52.235-90 REPORTS OF WORK (IDIQ/BPA) (AUG 2013)**

- (a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under each Task Order for the month being reported. Each Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall Task Order progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.
- (b) Final Task Order Report. The Contractor shall submit a Final Task Order Report for each completed Task Order that summarizes the results of the entire Task Order, including recommendations and conclusions based on the experience and results obtained. The Final Task Order Report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the Task Order. The final report shall also include the final incurred cost for the Task Order.
- (c) Submission. The Contractor shall submit the reports required by this clause as follows:

| <b>Copies</b> | <b>Report Type</b> | <b>Addressee</b>                           | <b>Mail Code</b> |
|---------------|--------------------|--|------------------|
| 1             | M,F                | Contracting Officer (CO)                   | 210.4            |
| 1             | M,F                | Contracting Officer's Representative (COR) | TBD              |
| 1             | M,F                | Task Monitor                               | See Task Order   |

[M=Monthly Report, F=Final Report]

- (d) Submission dates. Monthly reports shall be submitted by the 15th day of the month

following the month being reported. If the Task Order 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 for each Task Order shall be submitted within 30 days after completion of the Task Order.

(End of clause)

**C.3 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)**

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE**

(End of clause)

**[END OF SECTION C]**

## **SECTION D - PACKAGING AND MARKING**

### **D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

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

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

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

(End of clause)

**NOTE:** Transportation Classification:

Class designations for deliverables under Clause B.1, Item 1, will be specified in each individual task order at the time of task order issuance. Deliverables under Clause B.1, Items 2-18, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

**[END OF SECTION D]**

## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)**

### **E.2 GSFC 52.246-92 ACCEPTANCE—SERVICES (SEP 2013)**

The Contracting Officer or authorized representative will accomplish acceptance at the Goddard Space Flight Center or as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

### **E.3 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)**

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for Six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

### **E.4 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

Clause(s) E.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION E]**

## **SECTION F - DELIVERIES AND PERFORMANCE**

### **F.1 EFFECTIVE ORDERING PERIOD-TASK ORDERS**

The Government may issue task orders for a period of five (5) years from the contract effective date of **TBD**. New Task Orders shall not be issued after the expiration of the effective ordering period.

(End of text)

### **F.2 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

### **F.3 52.247-34 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means-

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

**F.4 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013)**

The services to be performed under this contact shall be performed at the following location(s): (NASA Goddard Space Flight Center, the Contractor's off-site facilities. Alternate places of performance may be specified in individual task orders issued.

(End of clause)

**F.5 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (JUN 2006)**

Shipments of the items required under this contract shall be to:

Receiving Officer  
Building 35  
Code 279  
Goddard Space Flight Center  
Greenbelt, Maryland 20771

Marked for:

Technical Officer: **TBD**  
Contract No. **TBD**  
Item(s) No. **TBD**

Or

Contracting Officer: Alicia Middleton  
Building 12 Room N132D  
Contract No. **TBD**  
Item(s) No. **TBD**

Or as specified in individual task orders.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

[END OF SECTION F]

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 1852.216-76 AWARD FEE FOR SERVICES CONTRACTS (APR 2012)**

### **G.2 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)**

### **G.3 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 (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Fax: 1-866-209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto: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:

[Offerors: Please insert your appropriate DCAA mailing office address]

(2) RESERVED

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

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

NASA Shared Services Center (NSSC),  
Financial Management Division (FMD) – Accounts Payable,  
Bldg 1111, C. Road, Stennis Space Center, MS 39529  
Fax: 1-866-209-5415  
Email: [NSSC-AccountsPayable@nasa.gov](mailto: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 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 - Ownership by the Contractor," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

New Technology Representative  
Code 504, NASA Goddard Space Flight Center

Patent Representative  
Code 140.1, NASA Goddard Space Flight Center

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Ownership by the Contractor" 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 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

**G.6 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)**

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

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

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

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

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

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

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

(End of clause)

#### **G.7 1852.245-71 INSTALLATION - ACCOUNTABLE GOVERNMENT PROPERTY (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:

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory

Management Manual;

- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Notify the cognizant property custodian, Contracting Officer's Representative (COR), and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located
- (5) Identify Government property equipment that is no longer considered necessary for performance of the contract.
- (6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.
- (7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.
- (8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.
- (9) Ensure that Government property is protected and conserved.

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's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (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 if checked:

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

(2) Office furniture.

(3) Property listed in Attachment C

(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:** IT Services through the Agency Consolidated End-user Services (ACES) contract and other GSFC institutional and direct project funded IT facilities, services, and end-item contract vehicles (e.g. SEWP).

(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 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form

and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

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

(2) The Contractor shall mail the original signed NF 1018 directly to the NASA Goddard Space Flight Center (GSFC) General Accounting Department, General Ledger Section, Code 157 Greenbelt, MD 20771, 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: **NASA Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771**, 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 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

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

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

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

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

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

- (1) Date originally placed in service.

(2) Item condition.

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

NASA Goddard Space Flight Center  
Building 35, Code 279  
Greenbelt, MD 20771

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

(End of clause)

#### **G.10 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.11 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 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

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

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.

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

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

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

(End of Clause)

### **G.13 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JAN 2012)**

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, “NASA Contractor Financial Management Reporting”, establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment D of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.P  
E-Mail: Alicia.Middleton@nasa.gov

Contracting Officer’s Representative, TBD  
Code TBD  
E-Mail: TBD

Resources Analyst, TBD  
Code TBD  
E-Mail: TBD

Regional Finance Office Cost Team, Code 155.2  
E-Mail: GSFC-rfocoteam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, “NASA Contractor Financial Management Reporting”:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E>

(End of clause)

### **G.14 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (MAR 2011)**

(a) Performance of this contract requires that Contractor personnel and any furnished

and/or acquired Government property be located at both Government controlled and managed premises (on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

(b) Clauses applicable to both on-site and off-site locations.

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

NASA FAR Supplement clause 1852.245-70, "Contractor Requests for Government-Provided Equipment"

NASA FAR Supplement clause 1852.245-72, "Liability for Government Property Furnished for Repair or Other Services"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

NASA FAR Supplement clause 1852.245-78, "Physical Inventory of Capital Personal Property"

NASA FAR Supplement clause 1852.245-79, "Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value"

NASA FAR Supplement clause 1852.245-83, "Real Property Management Requirements"

(c) Clauses applicable only to off-site locations.

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-76, "List of Government Property Furnished Pursuant to FAR 52.245-1"

(d) Clauses applicable only to on-site locations.

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, “List of Government Property Furnished Pursuant to FAR 52.245-2”

NASA FAR Supplement clause 1852.245-82, “Occupancy Management Requirements”

GSFC clause 52.245-93, “Reports of Contractor Acquired Government Property”

(End of clause)

**G.15 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS  
(SEP 2013)**

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by the NASA Goddard Space Flight Center unless otherwise indicated:

**Contracting Officer, Code 210.P**

(End of clause)

**G.16 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

Clause(s) G.1 through G.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION G]**

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**

### **H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)**

(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 invited to FAR Subpart 9.5--Organizational Conflicts of Interest.

(b) The nature of this conflict, in general terms, is:

The Contractor may gain access to proprietary information of other sensitive information which would give rise to an unequal access OCI. The contractor may be tasked to develop statements of work and specifications that may be incorporated into a potential competitive requirement/solicitation, which may create a scenario where the contractor would be provided an apparent competitive advantage on future procurements. The Contractor may evaluate offers for products or services in support of the PAAC requirement, which could create an impaired objectivity type of OCI of interest.

(c) The restrictions upon future contracting are as follows:

(1) The Contractor shall be ineligible to compete for the work described in the solicitation as a prime or first-tier subcontractor. If the Contractor is ineligible to perform the follow-on work, 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).

(End of clause)

### **H.3 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 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 fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(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 three (3) calendar days after receipt of the task order.

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

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

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

(End of clause)

#### **H.4 1852.223-70 SAFETY AND HEALTH (APR 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the

NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f) (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f) (1) of this clause, the Contracting Officer may

invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

- (1) The work will be conducted completely or partly on premises owned or controlled by the Government.
- (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
- (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
- (4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the

final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

#### **H.5 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

#### **H.6 1852.225-70 EXPORT LICENSES (FEB 2000)**

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

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

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

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

(End of clause)

#### **H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE 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) 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.

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (c) 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.8 GSFC 52.204-99 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment F, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment F for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer’s Representative (COR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor’s designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV

Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

## **H.9 GSFC 52.211-95 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)**

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

- (1) Harassment and Discrimination Announcements  
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement  
[https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document\\_id=21144](https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144)
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology

- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

Copies of the current issuances of the GPD/GPRs may be obtained at <http://gdms.gsfc.nasa.gov> from a computer onsite (GSFC Government Facility or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at <http://nodis3.gsfc.nasa.gov> or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

#### **H.10 GSFC 52.223-91 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (NOV 2013)**

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Telephone 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and [Jimmy.R.McLaughlin@nasa.gov](mailto:Jimmy.R.McLaughlin@nasa.gov) and entered into IRIS within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NASA Incident Reporting Information System (IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective at <https://idmax.nasa.gov>. Until access is approved, use the [Contractor Monthly Statistics Report Template](http://safety1st.gsfc.nasa.gov) available at <http://safety1st.gsfc.nasa.gov>

under Contractor Safety and e-mail the completed form to [Hernan.Castellanos@nasa.gov](mailto:Hernan.Castellanos@nasa.gov).

(End of clause)

### **H.11 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008)**

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

### **H.12 GSFC 52.227-99 RIGHTS IN DATA (MAR 2008)**

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL as modified by NASA FAR Supplement 1852.227-14—Alternate II, Alternate III, and GSFC 52.227-90. \*Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, and, if applicable, GSFC 52.227-93.

\*Any exceptions to the default Data Rights clause under this contract is to be determined by individual task orders.

(End of clause)

### **H.13 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Avoidance plan. The Organizational Conflict of Interest Avoidance Plan and its obligations are hereby incorporated in the contract by reference as Attachment H.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Avoidance Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment. (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Avoidance Plan as necessary, with the approval of the Procurement Officer, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Avoidance Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and

avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph, in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of text)

#### **H.14 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD**

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Avoidance plan. If there is an avoidance plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of text)

#### **H.15 GSFC 52.204-100 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (SEP 2013)**

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

(End of clause)

## **H.16 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

Clause H.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

## **H.17 GSFC 52.242-91 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (AUG 2013)**

NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.

Based on the above, the Contractor shall, within 30 days of a written request from the Contracting Officer, provide and deliver all of the information included in **Attachment I, CONTRACT HISTORICAL DATA**, of the contract.

(End of clause)

## **H.18 GSFC 52.211-100 CONTRACTOR PROPOSED ENHANCEMENTS (SEP 2013)**

The Contractor shall provide the enhancements that are described in Attachment L. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NNG13439013R for Program Analysis and Control (PAAC). The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

## **H.19 PERSONAL CONFLICTS OF INTEREST (MAR 2013)**

(a) Definitions. As used in this clause--

“Contractor” means the contractor’s business units and divisions, as well as the contractor’s parent company, subsidiaries, affiliates and successors (as applicable).

“Covered employee” means an employee of the contractor or subcontractor or a consultants.

“Sensitive information” is defined in the Access to Sensitive Information clause of this contract

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

(c) In addition to the OCIs identified in the Access to Sensitive Information clause and the Limitation of Future Contracting clause (if applicable) of this contract during the performance of this contract, the Contractor may, in general encounter other OCIs in the form of conflicting roles that might bias the contractor's judgment, such as: (i) the evaluation or assessment of the work product of the Contractor or of the Contractor’s competitors, (ii) performance of a proposal evaluation, assessment, or study the results of which could potentially impact the contractor’s interests, and (iii) access to proprietary information or data of other contractors and/or Government sensitive, nonpublic information or data, which information or data may provide the Contractor with an unfair competitive advantage.

(d) Given the nature of the services required by this contract, covered employees may encounter personal conflicts of interest resulting from a financial interest, personal activity, or relationship that could impair the covered employees’ ability to act impartially and in the best interest of the government. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(e) The contractor shall outline a procedure in their Organizational Conflicts of Interest Avoidance Plan to screen all covered employees to prevent personal conflicts of interest; including those personal conflicts that cannot be identified until after award. The contractor's procedure shall ensure that all covered employees are screened at appropriate times to prevent and avoid conflicts and maintain effective oversight. The contractor shall prevent personal conflicts by not assigning or allowing covered employees to perform on tasks where a potential conflict is identified unless approved by the Contracting Officer. The contractor is under a continuing obligation to disclose OCIs or personal conflicts to the Government.

(f) Prior to commencing work on any task order (to include, but not limited to, appointing panel or assessment team members), the contractor shall take all actions necessary to carry out its responsibilities, as set forth in the approved Organizational Conflicts of Interest Avoidance Plan and this contract.

(End of Text)

**[END OF SECTION H]**

## **SECTION I - CONTRACT CLAUSES**

### **I.1 CLAUSES INCORPORATED BY REFERENCE**

**52.202-1 Definitions. (NOV 2013)**

**52.203-3 Gratuities. (APR 1984)**

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

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

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

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

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

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

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

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

Paragraph (b)(3) <http://oig.nasa.gov/hotline.html>, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.

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

**52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)**

**52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)**

**52.204-13 System for Award Management (JUL 2013)**

**52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**

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

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

**52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)**

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

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

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

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

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

**52.219-8 Utilization of Small Business Concerns (JUL 2013)**

**52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)**

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

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

**52.222-3 Convict Labor. (JUN 2003)**

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

**52.222-26 Equal Opportunity. (MAR 2007)**

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

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

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

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

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

**52.222-54 Employment Eligibility Verification. (AUG 2013)**

**52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts. (JUL 2012)**

**52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011) –**

**Alternate I (MAY 2011) - Alternate II (MAY 2011)**

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

**52.223-10 Waste Reduction Program. (MAY 2011)**

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

**52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products. (DEC 2007)**

**52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**

**52.223-19 Compliance with Environmental Management Systems. (MAY 2011)**

**52.224-1 Privacy Act Notification (APR 1984)**

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

**52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)**

**52.227-11 Patent Rights-Ownership by the Contractor (DEC 2007) As Modified by NFS 1852.227-11**

**52.227-17 Rights In Data-Special Works (DEC 2007) as modified by NFS Supplement 1852.227-17**

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

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

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

**52.232-17 Interest. (OCT 2010)**

**52.232-22 Limitation of Funds. (APR 1984)**

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

**52.232-25 Prompt payment. (JUL 2013)**

**52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)**

**52.232-39 Unenforceability Unauthorized Obligations (JUN 2013)**

**52.233-1 Disputes. (JUL 2002)**

**52.233-2 Services of Protest (SEPT 2006)**

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

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

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

**52.237-3 Continuity of Services. (JAN 1991)**

**52.239-1 Privacy or Security Safeguards. (AUG 1996)**

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

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

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

**52.242-13 Bankruptcy. (JUL 1995)**

**52.242-15 Stop Work Order (AUG 1989)**

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

**52.244-5 Competition in Subcontracting. (DEC 1996)**

**52.244-6 Subcontracts for Commercial Items (JUL 2013)**

**52.245-1 Government Property. (APR 2012)**

**52.245-9 Use and Charges. (APR 2012)**

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

**52.247-1 Commercial Bill of Lading Notations (FEB 2006)**

Paragraph (a) NASA Goddard Space Flight Center (GSFC) and Paragraph (b) NASA/GSFC, Contract No. TBD, Contracting Officer, Code 210.4, Greenbelt, MD 20771

**(52.248-1 Value Engineering. (OCT 2010)**

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

**52.249-14 Excusable Delays. (APR 1984)**

**52.251-1 Government Supply Sources. (APR 2012)**

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

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

**1852.216-89 Assignment And Release Forms (JUL 1997)**

**1852.219-74 Use of Rural Area Small Businesses (SEPT 1990)**

**1852.223-74 Drug – And Alcohol- Free Workforce (MAR 1996)**

**1852.228-75 Minimum Insurance Coverage (OCT 1988)**

**1852.237-70 Emergency Evacuation Procedures (DEC 1988)**

**1852.242-78 Emergency Medical Services and Evacuation (APR 2001)**

**1852.243-71 Shared Savings (MAR 1997)**

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

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

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

(End of clause)

**I.2 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)**

(a) Definition.

*First-tier subcontract* means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1– September 30) under this contract for orders that exceed the thresholds established in 4.1703(a)(2).

(c) The Contractor shall report the following information:

- (1) Contract number and order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

(f)(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and DUNS number), and
  - (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
- (2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

### **I.3 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the

contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

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

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

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

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

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

(End of clause)

#### **I.4 52.210-1 MARKET RESEARCH (Apr 2011)**

(a) *Definition.* As used in this clause-

"Commercial item" and "nondevelopmental item" have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to-

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, nondevelopmental items are available that-

(i) Meet the agency's requirements;

(ii) Could be modified to meet the agency's requirements; or

(iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or nondevelopmental items could be incorporated at the component level.

(End of clause)

#### **I.5 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

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

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

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

(b) The Contractor shall -

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

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

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

(End of clause)

#### **I.6 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \_\_\_\_\_ \$0 \_\_\_\_\_ or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

**I.7 52.227-14 RIGHTS IN DATA GENERAL (DEC 2007) ALT II (DEC 2007) and ALTERNATE III (DEC 2007) AND ALTERNATIVE IV (DEC 2007) as modified by NASA FAR Supplement 1852.227-14**

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See [41 U.S.C. 403\(8\)](#)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government

shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act ([5 U.S.C. 552](#)) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be-

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

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

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

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

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

(6) Used or copied for use with a replacement computer and other legitimate government use.

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

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

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

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. \_\_\_\_\_ (and subcontract, if appropriate) with \_\_\_\_\_ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of [17 U.S.C. 401](#), it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

## **1.8 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION, INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**

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

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an

attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

- (1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.
- (2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.
- (3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.
- (4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

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

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

ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

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

(End of clause)

### **I.9 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) [Subpart 31.2](#) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at [52.232-25](#).

(3) The designated payment office will make interim payments for contract financing on the **30<sup>th</sup>** day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term “costs” includes only—

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice;  
and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with [Subpart 42.7](#) of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see [52.242-4](#), Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See [31.205-6\(p\)](#). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may—

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting

Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates—

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR [42.708\(a\)](#) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except—

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer

within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

## **I.10 RESERVED**

### **I.11 52.243-7 NOTIFICATION OF CHANGES (APR 1984)**

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the

Contractor may seek an equitable adjustment under this clause, including -

- (i) What contract line items have been or may be affected by the alleged change;
- (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
- (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
- (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

#### **I.12 52.244-2 SUBCONTRACTS. (OCT 2010)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the

Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;  
or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Professional and Consultant costs as defined in FAR 31.201-33.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent

by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [TBD ]

(End of clause)

### **I.13 1852.215-84 OMBUDSMAN (NOV 2011) ALTERNATE I (JUN 2000)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and e-mail address may be found at:  
[http://prod.nais.nasa.gov/pub/pub\\_library/Omb.html](http://prod.nais.nasa.gov/pub/pub_library/Omb.html). Concerns, issues,

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

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

(End of clause)

**I.14 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)**

(a) Definitions.

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

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

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

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

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

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

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

(End of clause)

**I.15 1852.225-74, NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S OF REPUBLIC OF CHINA. (JUNE 2013) (DEVIATION)**

(a) Definitions –

“**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.

“**Information Technology (IT) System**” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L. 113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by,

or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

- (1) A brief description of the item(s); and
- (2) Vendor/manufacturer's company name and address;

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

#### **I.16 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

- (a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the

Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

### **I.17 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

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

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

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

Mark the title page with the following legend:

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

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive,

NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

## **I.18 CLAUSES INCORPORATED BY REFERENCE- SECTION I**

Clause(s) I.1 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**[END OF SECTION I]**

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

**J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (SEP 2013)**

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

| <b>Attachment</b> | <b>Description</b>   | <b>Date</b>   | <b>No. of Pages</b> |
|-------------------|--|---|---------------------|
| A                 | Statement of Work  | December 2012   | 7                   |
| B                 | Direct Labor Rates, Indirect Rates, and Award Fee Matrices | TBP   | TBP                 |
| C                 | Installation Accountable Government Property List          | May 7, 2013   | 11                  |
| D                 | Financial Management Reporting Requirements                | September 2013  | 2                   |
| E                 | DD 254   | TBP   | 2                   |
| F                 | Personal Identification Verification (PIV) Card Issuance   | January 2013  | 4                   |
| G                 | Quality Assurance Plan                                     | TBP   | TBP                 |
| H                 | Organizational Conflicts of Interest (OCI) Avoidance Plan  | To be submitted (30) days after contract effective date   | TBD                 |
| I                 | Contract Historical Data                                   | To be submitted 30 days after written request from the CO | TBD                 |
| J                 | Safety and Health Plan                                     | TBP   | TBP                 |
| K                 | IT Security Applicable Documents List                      | June 2013   | 5                   |
| L                 | Contractor Proposed Enhancements or Efficiencies           | TBP   | TBP                 |
| M                 | IT Security Management Plan                                | To be submitted 30 days after contract award              | TBD                 |

TBS= To Be Submitted

TBP= To Be Proposed

(End of Clause)

**[END OF SECTION J]**

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

### **K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)**

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

(2) The small business size standard is 35.5M.

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

(b)(1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM 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 SAM 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 provision at [52.204-7](#), System for Award Management.

- (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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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:

[Contracting Officer check as appropriate.]

\_\_\_ (i) [52.219-22](#), Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

\_\_\_ (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

\_\_\_ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

\_\_\_ (vi) [52.227-6](#), Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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 SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 SAM.

(End of provision)

**K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS  
(JUL 2013)**

(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 System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(End of provision)

**K.3 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (DEVIATION FEB 2012)**

(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.4 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)**

(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.5 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)**

(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.6 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S OF REPUBLIC OF (DEVIATION JUNE 2013)**

(a) Definitions –

“**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.

“**Information Technology (IT) System**” means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or

brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China. By submitting an offer in response to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.

(c) *Representation.* The Offeror represents that any information technology system offered, except those listed in paragraph (d) of this provision, is not produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China.

(d) Information technology system(s) produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China:

| <b>ITEM</b> | <b>VENDOR/MANUFACTURER’S COMPANY NAME AND ADDRESS</b> |
|-------------|---|
| _____       | _____   |
| _____       | _____   |
| _____       | _____   |

*[List as necessary]*

(e) The Contracting Officer will provide the list referenced in paragraph (d) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved may be provided under the contract. The Contracting Officer will advise the Offeror if any items are not approved and may provide the Offeror an opportunity to revise its proposal.

(End of provision)

**[END OF SECTION K]**

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

**L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE**

**52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

**52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION  
(JAN 2004)**

**52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

**52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION  
OF SUBCONTRACT EFFORT (OCT 2009)**

**52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE  
EVALUATION (FEB 1999)**

**52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL  
EMPLOYEES (FEB 1993)**

**52.237-1 SITE VISIT (APR 1984)**

**L.2 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 regulation.

(End of provision)

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Award-Fee, Indefinite-Delivery Indefinite-Quantity contract resulting from this solicitation.

(End of provision)

**L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

Dock Master

Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 – Shipping and Receiving Dock  
Prominently mark the envelope or package as follows:  
Protest: Solicitation Number# NNG13439013R  
Attention: Alicia Middleton, GSFC Mail Code 210.4  
Contracting Officer Phone Number: 301-286-8162

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

(End of provision)

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE  
(FEB 1998)**

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

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/Far/>

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

(End of provision)

**L.6 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)**

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following

conditions:

- (1) The work will be conducted completely or partly on premises owned or controlled by the government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
  - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
  - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

## **L.7 PROPOSAL MARKING AND DELIVERY (NOV 2013)**

**(Offeror: You MUST comply with these instructions to ensure that the designated receiving office can identify, date and time mark, secure, and deliver your proposal to the Contracting Officer.)**

### **1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

The required mailing address and external marking for proposals is as follows:

Goddard Space Flight Center  
Greenbelt, MD 20771  
Building 35 — Shipping and Receiving Dock  
Solicitation Number NNG13439013R  
Attn: Alicia Middleton  
Building 26, Room 050

### **2. Designated Receiving Office**

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page.**

The Building 35 Shipping and Receiving dock is open from 7:30 AM to 3:30 PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the Building 35 security gate. All deliveries are subject to GSFC Security screening.

### **3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail  
Commercial Delivery Service  
Delivery by company employee or other individual agent

**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

### **L.8 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at **FAR 52.222-46**, "Evaluation of Compensation for Professional Employees."

- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) 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 this provision.

(End of provision)

#### **L.9 1852.233-70 PROTESTS TO NASA (OCT 2002)**

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

(End of provision)

#### **L.10 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)**

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.
- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use

(including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (Aug 2010), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

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

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

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

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

N/A

(End of provision)

#### **L.11 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)**

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

**See Attachment “C”**

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation

Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

**N/A**

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

(End of provision)

**L.12 GSFC 52.215-96 COMMUNICATIONS REGARDING THIS SOLICITATION (AUG 2000)**

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Alicia Middleton, Contracting Officer  
Phone: 301-286-8162 (collect calls not accepted)  
FAX: 301-286-6299  
E-Mail: Alicia.Middleton@nasa.gov

\*Address: Goddard Space Flight Center, Greenbelt MD 20771  
Attention: Alicia Middleton, Mail Code 210.4

\*(Note: Must be complete, including Mail Code, on all transmittals.)  
The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror questions should be submitted as soon as possible.

(End of provision)

**L.13 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

Title: PAAC IV Library  
Web Address: <https://foiaelibrary.gsfc.nasa.gov/>  
POC: Alicia Middleton  
POC number: 301-286-8162  
Viewing Time: 24 hours

**L.14 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (ORAL PROPOSALS) (APR 2012)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

| <b>Volume</b> | <b>Title</b>               | <b>Copies</b>   |
|---------------|----------------------------|---|
| I             | Offer Volume               | 1 Original plus 2 Hard Copies and two electronic copies                               |
| II            | Mission Suitability Volume | 1 Original plus 7 Hard Copies and two electronic copies                               |
| III           | Cost Volume                | 1 Original plus 4 Hard Copies, one additional copy for DCAA and two electronic copies |
| IV            | Past Performance Volume    | 1 Original plus 7 Hard Copies and two electronic copies                               |

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 10% of the Government Pricing Model (GPM)] shall mark one (1) separately packaged copy of their Cost Proposal, marked “NNG13439013R NASA Proposal Evaluation Material”, and addressed with their cognizant Defense Contract Audit Agency (DCAA) Office.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror’s name, RFP number and date. Requested footer text shall be in 8 point font or greater. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the offeror’s proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Cost proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect

any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based on the information presented in the written proposal and oral presentation. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE/TIME LIMITATIONS

(1) The following table contains the page and time limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the contract provision noted under the Reference heading.

| <b>Proposal Component</b>  | <b>Volume</b> | <b>Reference</b> | <b>Page/Time Limitations</b> |
|--|---------------|------------------|------------------------------|
| <b>Offer Volume</b>  | <b>I</b>      | <b>L.16</b>      | <b>Excluded</b>              |
| <b>Mission Suitability Volume*</b>   | <b>II</b>     | <b>L.17</b>      | <b>Mixed</b>                 |
| (a) Oral Technical Proposal Presentation<br>(See Provision L.15)   |               |                  | <b>120Minutes<br/>Max**</b>  |
| (b) Oral Technical Proposal Presentation Charts  |               |                  | <b>60 Charts</b>             |
| (c) Written Documentation and Oral Presentation:<br>Cover Page, table of Content, Indices, List of<br>Acronyms, Dividers/Tabs, Quality Assurance Plan,<br>Total Compensation Plan, Phase-in Plan, Safety and<br>Health Plan, and Position Description, Contractor<br>Proposed Enhancements/Innovations |               |                  | <b>Excluded</b>              |
| (d) Deviations/Exceptions  |               |                  | <b>Excluded</b>              |

| <b>Proposal Component</b>  | <b>Volume</b> | <b>Reference</b> | <b>Page/Time Limitations</b> |
|--|---------------|------------------|------------------------------|
| <b>Cost Volume</b>   | <b>III</b>    | <b>L.18</b>      | <b>Mixed</b>                 |
| (a) Direct Labor Rates, Indirect Rate, and Award Fee Matrix (Attachment B)   |               |                  | <b>Excluded</b>              |
| Cost Volume Narrative  |               |                  | <b>None</b>                  |
| Bases Of Estimates   |               |                  | <b>35 Pages***</b>           |
| Cost Exhibits  |               |                  | <b>None</b>                  |
| Deviations/Exceptions  |               |                  | <b>Excluded</b>              |
| <b>Past Performance Volume</b>   | <b>IV</b>     | <b>L.19</b>      | <b>Mixed</b>                 |
| (a) Information from the Offeror   |               |                  | <b>25 Pages***</b>           |
| (b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/Descoppe information, and List of Acronyms |               |                  | <b>Excluded</b>              |
| (c) Deviations & Exceptions  |               |                  | <b>Excluded</b>              |

\*The Government considers the recorded Oral Technical Proposal Presentation and the written documentation to constitute the Mission Suitability Proposal, and it is treated as Contractor bid or proposal information subject to FAR 3.104.

\*\*NOTE: The Offeror shall not submit pre-recorded videotape(s). The Offeror shall present a "live" Oral Technical Proposal Presentation that will be videotaped on the Government site. The Government shall provide a videotape recorder (VHS or DVD) and a videotape operator, which may be a Government contract employee, to record the oral technical proposal presentation at the Government site and provide a copy of the videotape to the Offeror at the end of the presentation.

\*\*\* Prime and each individual significant subcontractor (page limitation is for the total component (prime and sub)).

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. 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.

A presentation chart shall be provided on standard 8-1/2" x 11" paper in landscape orientation, one chart per page. No chart text shall be smaller than 18 point, except in graphics and tables where type shall be no smaller than 10 point. Charts shall be

numbered sequentially.

Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, tables, artwork, and photographs may be run in landscape format or folded to eliminate oversize pages.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited \*\*\*except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above\*\*\*. However, this volume 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.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

## **L.15 ORAL TECHNICAL PROPOSAL PRESENTATION INSTRUCTIONS**

In accordance with Provision L.17 Mission Suitability Proposal Instructions, Subfactors A and B, (except for the written documentation noted below) will be presented in the form of an Oral Technical Proposal Presentation in accordance with FAR 15.102. Written documentation shall be submitted in accordance with the guidelines provided in the table under Section L.14(b)(1). The following ground rules apply to the Oral Technical Proposal Presentation:

- (1) The Offeror will be notified of the time and location of the Oral Technical proposal presentation within 15 days after the proposal due date specified in Block 9 of the SF33. Each Offeror will have at least one week lead time to arrange travel for the presentation.
- (2) The Government will randomly assign a presentation date for the Oral Technical Proposal Presentation to each Offeror submitting a proposal received by the proposal due date. The Government will pick random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen until the last, the numerical sequence of the firms scheduled to present will be established. After assigning

the sequence of presentations, and reserving the facilities where the Offeror's presentation will be videotaped, the Offeror will be notified with the scheduled time and place for the Oral Technical Proposal Presentation.

(3) The Offeror shall present a "live" Oral Technical Proposal Presentation which will be video recorded by the Government. Slide animations are not allowed as part of the oral presentation. The Government will provide the videotape recorder and operator. The operator of the videotape recorder during the Offeror's presentation may be a Government support services contractor. At the end of the presentation, the Government will provide a copy of the videotape to the Offeror.

(4) The Government will not make any changes to the content of the videotaped material; i.e. no editing will be performed.

(5) Only one taping of this Oral Technical Proposal Presentation (including all clarifications) will be permitted. The length of the presentation shall be no more than **120 minutes**. No discussions will be permitted during the taping, other than clarifications of the proposal, which shall not be included in the allotted time. The Government evaluation team will be in attendance during the videotaping.

(6) The Offeror shall have no more than 5 Key Personnel present at the oral presentation. Additional attendees beyond these five are not allowed.

(7) The Offeror is responsible for the content and accuracy of the material it presents; the time period it devotes to each subject covered within the allotted **120 minutes**; and the clarity of the material presented.

(8) The WRITTEN Oral Technical Proposal Presentation Charts shall be submitted by the proposal due date specific in Block 9 of the SF 33. Only these charts may be utilized and/or referenced by the Offeror during its Oral Technical Proposal Presentation. No changes to the charts will be permitted after the proposal due date.

(9) The Government considers the recorded Oral Technical Proposal Presentation and the written proposal documentation to constitute the Mission Suitability Proposal, and it is treated as Contractor bid or proposal information subject to FAR 3.104. The Government reserves the right to make a written transcript of the recording. The transcription may be completed by a Government support services contractor. If a transcript is generated, a copy will be made available to the contractor.

(10) The structure of the Oral Technical Proposal Presentation shall follow the format and be compliant with all the mandatory instructions contained in Provisions L.14, Proposal Preparation—General Instructions (Oral Proposals), and L.17 Mission Suitability Proposal Instructions, of this solicitation.

(11) The Government's evaluation shall be based on the evaluation criteria set forth in Section M, Evaluation Factors for Award. After completion of the Oral Technical Proposal Presentation,

the Government will caucus, then reconvene with the Offeror, at which time the Government may request clarification. 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). The time required for clarification will not be counted against the Offeror's time limit. No changes or revisions to the Oral Technical Proposal Presentation will be allowed as a result of clarifications.

#### **L.16 GSFC 52.215-203 OFFER VOLUME (JAN 2014)**

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.gov>, in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 330 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the

Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must demonstrate a convincing basis for using that system as a basis for determining their own adequacy. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

### (3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

### (4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

### (5) 8(a) Joint Ventures

If an 8(a) joint venture is proposed, the Offeror **should** submit a Small Business Administration (SBA) signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the Offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

- Identify the companies included in the joint venture.
- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application was submitted to for review and approval.
- If not yet approved, identify the steps you have taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity).

Award of the contract will only be made to a SBA approved 8(a) company or 8(a) Joint Venture.

### (6) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate

if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(7) Contract Security Classification

In accordance with Attachment E, Contract Security Classification Specification (DD 254), Offerors shall possess a **Secret** level facility security clearance for performance of this contract and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. If an Offeror does not have this required clearance at the time of proposal, they shall describe in detail their approach for obtaining this clearance prior to the effective date of the contract (at the end of contract phase-in, if applicable). For proposals submitted as joint ventures, the facility clearance must be granted in the name of the joint venture and the joint venture CAGE code shall be provided.

(8) Organizational Conflicts of Interest

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, Attachment H, Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(End of Provision)

## **L.17 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE)**

### Contents of Mission Suitability Proposal Instructions

#### 1. General Instructions

2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

## **1. General Instructions**

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

Offerors are invited, but not required to propose enhancements/innovations related to the Statement of Work (SOW) that would result in efficiencies. If these enhancements/innovations are valued by the Government (based on the Mission Suitability instructions and subfactors), and the offeror wants them to potentially be evaluated as strengths/significant strengths in the Mission Suitability evaluation, then the offeror shall complete Contract Attachment L, entitled Contractor Proposed Enhancements/Innovations. In this attachment, the Contractor shall reference the requirement from this solicitation (including attachments), and describe the specific enhancements/innovations that they are proposing. The offeror shall propose the exact wording that would be included in the Contract. The enhancement/innovation described in this attachment shall be binding contractual requirements and as such, they shall supercede the requirements of this solicitation. Offeror's shall include Contract Attachment L as part of the Mission Suitability volume.

The offeror shall provide a list of acronyms used in its proposal. The list should be comprehensive without including extraneous acronyms. All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

**As part of the Proposal, the Offeror shall respond to how they would approach two Scenarios, one for Subfactor A and and one for Subfactor B. THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE SCENARIOS IN RESPONSE TO THIS RFP!**

## **2. Mission Suitability Proposal Format**

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A – Understanding the Key Technical Requirements
- Subfactor B – Management Approach
- Offeror Deviations/Exceptions

### 3. Mission Suitability Instructions by Subfactor

#### Subfactor A - Understanding the Key Requirements

The offeror's technical approach shall clearly demonstrate their understanding of the depth, breadth and objectives of the key requirements identified in the Statement of Work (SOW) sections. The four key requirements of the SOW are described in the functions below:

Function 1: General Business

Function 2: Planning and Scheduling/Earned Value Management

Function 3: Documentation Management

Function 4: Configuration Management

Each key requirement should be addressed in the Mission Suitability volume.

The Offeror shall provide an answer to hypothetical Scenario 1, which represents events that the selected Contractor may encounter. The Offeror should provide a comprehensive narrative description for this scenario that demonstrates a realistic, thorough and comprehensive understanding of the challenges and responsibilities associated with the key technical requirements. The Offeror shall identify key organizations and systems utilized or affected; expertise, tools, and/or techniques are to be applied; critical issues, and repeatable, consistent common practices. The Offeror shall demonstrate its understanding of the utilization of the major technical disciplines provided by the Offeror through its proposed solution to the given events. Vague or general statements such as "the work will be done on time and efficiently" shall be construed as demonstrating a lack of understanding of the requirements.

***Scenario 1- In-House Startup:*** NASA-GSFC has just been directed to manage an Earth Science mission with two instruments. The mission limit is \$300M and approved for a 4-year development time from Mission Concept Review through launch. NASA Headquarters has requested an initial Project Plan in 60 days as part of the Mission Concept Review. The spacecraft build and the build of one instrument will be an in-house effort. The second instrument will be supplied by a U.S. university. The launch vehicle and ground system are not part of this scope. Under this scenario, the proposer should refer to the Statement of Work and address the implementation approach addressing the above key technical requirements in a narrative, as PAAC IV contractor input to the initial Project Plan.

Government personnel are responsible for overseeing each of the key SOW functions to ensure appropriate levels of funding are provided to accomplish the work. The Offeror shall perform the duties as assigned and ensure appropriate personnel and management will accomplish the given tasks. Specifically, the offeror's response to Scenario 1 should include:

- When does each function need to be started and over what time period in the four year development will it be performed?

- What basic skills and positions are required for staffing to support the effort?
- What business systems or tools must be in place to support these functions?
- How does the Offeror intend to manage these functions?

[End of Scenario 1]

The offeror shall identify the most significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work and unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), and export control. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

### **Subfactor B - Management Approach**

The Offeror shall describe their management approach towards accomplishing **ALL** of the requirements of the SOW. The description shall include the management policies, procedures, techniques and organizational structure that will be utilized to efficiently manage the proposed work. The Offeror shall describe an approach that supports and accommodates changing requirements and priorities, and workload fluctuations.

The Offeror shall provide a detailed description of the responsibilities and authorities for operation and management, from lower levels through intermediate management to top-level management. The Offeror should include such elements as the span of control, degree of autonomy, and lines of communication. All interfaces with NASA personnel must be clearly delineated. The Offerors response should also include the processes for resolving priority conflicts for resources and functions within the organization.

The Offeror shall discuss the Program Directors's autonomy, control and ability to obtain essential resources and functions necessary to accomplish the work as well as his/her authority to utilize and redirect subcontract resources. The Offeror shall identify how the organization provides clear lines of authority as depicted in the management hierarchy and clearly identify how the Contract will be functionally organized. The Offeror shall describe the breadth and depth of the Offeror's corporate resource base beyond those of the on-site staff.

Tasks will be issued in accordance with ordering procedures in **Clause H.3**. Detail your process for responding quickly and efficiently to requests for task proposals. Detail your plans for organizing, assigning staff, tracking, and managing tasks from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The Offeror shall describe their approach to managing multiple tasks. During the course of the contract, contractors may be required to take over work being performed by another contractor. Offerors shall discuss any special considerations or processes it takes to

ensure the orderly transition of these types of tasks.

The offeror shall describe their approach to using award fee to motivate successful contract performance, including a discussion of the proposed award fee percentage and the approach to utilizing award fee performance feedback and earned award fee amounts.

The Offeror shall propose a staffing plan that ensures the Contract requirements are met. The methods for ensuring staffing shall be identified and demonstrate how the offeror will assume full Contract responsibility in order to meet on-going requirements as well as emergent and fluctuating work requirements. The Offeror shall describe its on the job orientation process; how it handles replacement of personnel due to attrition, changes in skill mix requirements, and for unproductive personnel. The Offeror shall also discuss its use of part-time support and hiring personnel to handle short or long-term assignments.

The Offeror shall identify its minimum essential critical positions required to meet the requirements of the SOW. Additionally, the rationale for identifying these positions as critical shall be provided, as well as a description of each position. The description shall include the position title, to whom the position reports, summary of duties and responsibilities, any specific requirements/licensing, and minimum education and minimum experience required for the position. In addition, the Offeror shall provide written Position Descriptions for each specific labor category envisioned necessary to meet Contract requirements. Each Position Description shall not exceed ½ page in length. Position Descriptions shall address minimum qualifications to include necessary experience, specific requirements (i.e., domain knowledge), and minimum education required for the position.

The Offeror shall provide a detailed phase-in (transition) plan that ensures continuity and a smooth transition with the incumbent Contractors during the up to 45-day phase-in period. The phase in plan shall clearly demonstrate an ability to assume full Contract responsibility on the effective date of the Contract and its realism. The phase-in plan shall include any assumptions made and describe the offeror's approach to ensuring that the required personnel are available at Contract inception to support all transition activities without any interruptions of schedules. The offeror shall address how ongoing work will be maintained. The proposed management organization, staffing plan, and a plan for training of personnel should also be provided.

The Offeror shall describe its methodology for compliance with Attachment E - Contract Security Classification - "SECRET"

If incumbent capture is proposed, the offeror shall provide its approach to attract and retain the incumbent staff. The offeror shall also address its timely processing preparations for meeting Personal Identify Verification (PIV) requirements.

The Offeror shall submit a Quality Assurance Plan that describes the quality assurance concepts and principles to be implemented and used in support of the Contract. The Offeror shall discuss the processes and mechanisms for implementing and maintaining a quality assurance program

and making employees aware of all its aspects. The Offeror's discussion concerning its quality assurance process shall demonstrate how it will ensure consistent high quality work, identify problems and improve processes. The Offeror shall include a thorough discussion of the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections and the extent of their authority. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives shall be identified to determine if the Offeror is continually evaluating its own performance to ensure quality services are provided. The QAP will be incorporated into the contract as Attachment "G".

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." The required professional compensation plan must: Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations. 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.

In accordance with the **Exhibit 10** "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of its fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. (The Mission Suitability Proposal must not include **Exhibit 10** but should reference where the information appears in the Cost Proposal.) 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.

The Offeror shall provide a Safety and Health Plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The Offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." This plan, as approved by the Government, will be included in any resulting Contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The Offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific Contract, and provide an explanation for that determination.

Scenario 2 is hypothetical; however, it represents events that the selected Contractor may encounter throughout the course of the Contract. It is provided to determine the Offeror's understanding of the support responsibilities and functional activities for the Flight

Projects Office. Vague or general statements such as "the work will be done on time and efficiently" shall be construed as demonstrating a lack of understanding of the requirements.

*Scenario 2: Business Process Improvement.* The Flight Project Directorate Business Change Initiative is entering its third year and is described at the following link: <http://fpd.gsfc.nasa.gov/bci-intro.html> . The Director of Flight Projects has tasked the Deputy Director for Business Management to develop a third-year plan. One of the primary goals for the next business year is to improve our Configuration Management System. The manager for the PAAC IV contractor is requested to provide his or her input in the plan including a comprehensive narrative for this scenario including timelines and staffing levels. The phases are:

Phase 1 is to develop a standard or common Configuration Management System (CMS) for our projects. For this activity, we would review in-house work products and processes at the Project level down to the GSFC shop floor and including commercial-off-the-shelf systems. We have allocated 6 months to this effort.

Phase 2 is to develop and execute a plan for transferring and cross-fertilizing the new CMS across ten flight projects in the Flight Projects Directorate. We have allocated another 6 months to this effort.

For each phase, the offeror should completely and realistically describe their approach and specific actions they could take as a partner supporting the Government with emphasis on the knowledge, expertise, and any existing key proprietary tools or capabilities that the proposer would bring to these efforts. The offeror should thoroughly and realistically describe how its proposed actions and approach relate to mission development, and how they support mission accomplishment and risk reduction.

[End of Scenario 2]

#### **4. Deviations\Exceptions (Mission Suitability Proposal)**

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of text)

## **L.18 COST VOLUME (AUG 2013)**

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data-- Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

### **1. Instructions**

An important prerequisite for the award of the contract is the prime offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 10% or more of the Government Pricing Model (GPM) total estimated cost. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit

proprietary cost data, under separate cover, directly to the Government no later than the proposal due date specified in Block 9 of the SF33.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit a separately packaged copy of their cost proposal to NASA marked for their cognizant DCAA auditing office with the balance of the proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Government does not intend to issue a separate task order for overall contract program management. Therefore, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged on a task by task basis during performance of the contract.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

## **2. Cost Proposal Format**

Significant subcontractors may submit their detailed exhibits and schedules directly to the Government if such data are considered of a proprietary nature. However, all proposed subcontractor summary cost information must be included in the Prime Offeror exhibits and schedules. The same requirements for formats, numbers of copies, page limitations, etc., applicable to the Prime Offeror shall apply to the subcontractors.

### **(a) DIRECT AND INDIRECT RATE SUBSTANTIATION**

Any Offeror proposing to use the incumbent workforce must use the incumbent labor rates provided in Enclosure B for those labor categories for which rates are available to develop the proposed estimated cost. For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor,

provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

#### **(b) DIRECT LABOR AND INDIRECT RATES MATRIX**

The prime offeror shall propose unburdened direct labor rates for all non-management labor categories in **Exhibit 2A** and all management and administrative labor categories in **Exhibit 2B**, clearly delineating on-site and off-site rates, and then loaded in accordance with the contractor's accounting system. The offeror's award fee rate shall be used to calculate the award fee for performing all task orders issued under the resultant contract. The rates (direct and indirect) in **Exhibits 2A and 2B** must be consistent with those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND**

**AWARD FEE MATRICES.** Also, in **Attachment B**, the offeror shall include a fully-loaded direct labor rate matrix for each subcontractor or team member expected to exceed 10% of the GPM total estimated cost of the contract.

### **(c) GOVERNMENT PRICING MODEL**

#### ***To be Completed by the Prime Offeror ONLY***

**Exhibit 1A** contains the Government Contract Non-Management Direct Labor Categories the Government considers essential to perform task orders under this contract. The Prime Offeror **ONLY** shall complete **Exhibit 1A**, “Government Pricing Model,” for each Contract Year. **The Prime Offeror shall include in Exhibit 1A all Subcontractors, regardless of dollar value, expected to perform under this contract.** The Prime Offeror shall complete this exhibit in accordance with the following:

- At the top of **Exhibit 1A** the Prime Offeror shall insert the Prime Offeror loadings (indirect rate(s) and/or fee(s)) that will be applied to the Subcontractor(s) Government Contract Non-Management Direct Labor Loaded Rates in accordance with the prime’s approved accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Award Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in **Exhibit 5** and Attachment B).
- In **Exhibit 1A** the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for **each** respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded Government Contract Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 2A** workbook. The Prime Offeror may modify **Exhibit 1A** to delete or add additional Subcontractor columns, if necessary.
- Using the respective Prime Offeror loadings specified at the top of **Exhibit 1A**, the Prime Offeror shall calculate and insert the “Sub Loaded Rate w/Prime Loading” rates for each Subcontractor by Government Contract Non-Management Direct Labor Category. For example, if the Subcontractor’s Loaded Rate is \$100 and the Prime Offeror’s bid loadings are G&A at 10% and Award Fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be \$118.80 [(\$100 \* 110%) \* 108%].
- For each Government Contract Non-Management Direct Labor Category in **Exhibit 1A** the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all

Subcontractors Percent of Effort **must** total 100% for **each** Government Contract Non-Management Direct Labor Category. For each Government Contract Non-Management Direct Labor Category.

- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite Contract (Prime/Sub) Non-Management Loaded Rate for **each and every** Government Contract Non-Management Direct Labor Category in **Exhibit 1A**.
- The Total Composite Contract (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for **each** Government Contract Non-Management Direct Labor Category shall be multiplied against the respective Government estimated direct labor hours (**not to be modified**) for each Government Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total Government Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. **THERE MUST BE A COMPOSITE RATE TOTALING 100% FOR EACH AND EVERY GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CATEGORY IN EXHIBIT 1A. IN ADDITION, THE GOVERNMENT ESTIMATED NON-MANAGEMENT DIRECT LABOR HOURS PROVIDED FOR EACH LABOR CATEGORY IN EXHIBIT 1A SHALL NOT BE CHANGED.**
- The labor hours in the Government Pricing Model are based on a 40-hour work week with no uncompensated overtime. Unless specified, the hours are consistent each year throughout the ordering period.
- The Prime Offeror shall then complete the OFFEROR MANAGEMENT/ADMINISTRATIVE HOURS/COSTS Section of **Exhibit 1A** filling in all anticipated program management and administrative support required for this effort by Offeror (and/or subcontractor, if applicable) labor categories and hours (**Exhibit 2B**) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with (**Exhibit 7**). The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Costs. **For the purposes of bidding, all Management should be assumed offsite, with the exception of key technical positions (i.e., High and Senior) that may be assigned to provide oversight and training responsibilities to lower level positions (i.e., Junior, Low intermediate). If proposed, hours for key technical positions that are also assigned to provide oversight and training responsibilities shall be provided under this section. Offerors shall not assume that the Government Estimated Non-Mgmt. ONSITE Direct Labor Hours**

**accounts for oversight and training responsibilities to lower level positions.**

- The Prime Offeror shall complete the OFFEROR NON-LABOR RECURRING ODCS AND COST-ESTIMATING RELATIONSHIP COSTS Section of Exhibit 1A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 7. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The Exhibit 1A columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non-labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.
- The Offeror shall complete **Exhibit 1B** Government Pricing Model Grand Total Summary – Bid Rates. The Grand Total Government Pricing Model value is a summation of the Subtotal Government Non-Management Direct Labor Costs Onsite, the Subtotal Offeror Labor-oriented Management and Administrative Costs and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in **Exhibit 1A**.

**(d) OFFEROR TO GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CONVERSION**

Offerors and **all** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibits 2A – 2B**, Offeror to Government Contract Non-Management Direct Labor Conversion. These exhibits show how the Offeror's and Subcontractors' individual direct labor categories/rates are proportioned and converted to the Government Contract Non-Management Direct Labor Categories. **Exhibit 2A** summarizes the unburdened direct labor rates, bid indirect rates, and fixed fee rate used to derive each Loaded Government Contract Non-Management Direct Labor Category Rate used in **Exhibit 1A**. Offerors and subcontractors shall complete a separate **Exhibit 2A** for each performance site (onsite and offsite for which they are providing Government Contract Non-management Direct Labor using the applicable bid rates for each site. "Offerors should note that **Exhibit 2A** is not site-specific. When completing this form, Offerors must specify the applicable site (on-site or off-site) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated. (For instance, Offerors should only propose a rate for the Senior Configuration Specialist in the Exhibit designated "On-site" since no "off-site" hours are specified for this position

For each Government Contract Non-Management Direct Labor Category, a composite rate is comprised of no more than 3 labor categories. If a composite rate is comprised of more than 3 labor categories, the composite rate shall not contain any labor category with less than 30% of anticipated effort. If a composite rate is comprised of 2 labor categories,

the composite rate shall not contain any labor category with less than 40% of anticipated effort.

**(e) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR**

All Prime Offerors must complete and submit **Exhibit 2B**, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A** the respective Subcontractor shall also complete and submit **Exhibit 2B**. The Loaded Management/Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management/Administrative Labor Rates used in **Exhibit 1A**.

For Exhibit 2B, Offerors will note that all Management categories shall be proposed using off-site rates **with the exception of key technical positions (i.e., High and Senior) that may be assigned to provide oversight and training responsibilities to lower level positions (i.e., Junior, Low intermediate)**. All Administrative categories shall be proposed using off-site rates.

**(f) BASIS OF ESTIMATES (BOE)**

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program Management and subcontracting. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal.

For Program Management and Administrative Support, explain in detail how it is estimated. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

Describe how subcontracts were estimated and how determined reasonable. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must also be provided by that significant subcontractor.

**(g) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST**

All Prime Offerors shall complete **Exhibit 3**, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A and Award Fee. The Grand Total of Exhibit 3 shall match the Grand Total of Exhibit 1B. Offerors may adjust the elements of cost to be

consistent with your current accounting system

**(h) CONTRACT SOURCE OF PERSONNEL**

**Exhibit 4** shows the offeror's plans to obtain the required personnel at a contract level. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for the first contract year.

**(i) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE  
CONVERSION EXHIBITS**

**Exhibit 5** summarizes the Contractor's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2 of Attachment B**, Direct Labor Rates, Indirect Rates, and Fee Matrices.

**(j) EXPENSE POOLS:**

**Exhibit 6-A Overhead Expense Pool**

**Exhibit 6-A** shows the details of the expenses in the overhead pool by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. **(Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the joint venture must be provided; this portion cannot be left blank. )**

If more than one overhead pool is proposed, a separate **Exhibit 6-A** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

**Exhibit 6-B General and Administrative (G&A) Expense Pool**

**Exhibit 6-B** shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. **(Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the joint venture must be provided; this portion cannot be left blank.)**

If more than one G&A pool is proposed, a separate **Exhibit 6-B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

**(k) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)**

Offerors shall complete **Exhibit 7** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions. Please note that the Recurring ODCs and Cost Estimating Relationships listed and shall match those proposed in **Section 3 of Attachment B**, Direct Labor Rates, Indirect Rates, and Fee Matrices.

**If all recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.**

**(l) PHASE-IN PLAN**

Offerors shall propose price associated with the up to 45-day phase-in period. **Exhibit 8A** shall be used to state the proposed price for the phase-in, which is expected to commence at contract award. **Exhibit 8B** will provide a breakdown of proposed Phase-in.

**(m) ESCALATION AND PRODUCTIVE WORK YEAR CALCULATIONS**

**Exhibit 9** summarizes the Contractor’s escalation factors and productive work year calculation.

**(n) FRINGE BENEFITS EXHIBITS**

As addressed in the Mission Suitability Proposal instructions (Subfactor B, Management Approach), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 10** Fringe Benefits Chart. This exhibit fulfills the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

**(o) DCMA INFORMATION**

Offerors shall complete **Exhibits 11** and provide the requested information necessary to

contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

### **3. Deviations/Exceptions (Cost Volume)**

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

## **L.19 PAST PERFORMANCE VOLUME (MAR 2012)**

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the offeror's past performance as related to the requirements of the proposed contract.

### **(a) INFORMATION FROM THE OFFEROR**

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with average annual cost/fee incurred of \$3M that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$6M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a total cost/fee incurred of at least 5% of the total estimated dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at a total value of \$100M and a proposed significant subcontractor for the effort has a total proposed cost/fee of \$30M, the offeror shall provide relevant current/past contract references that have a total cost/fee incurred at/above \$1.5M (5% of \$30M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a

current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the total cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions in the SOW to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date through which the expenditures have been incurred, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort in terms of content; i.e., similarity to the SOW functions or requirements and similar complexity to the requirements. It is not sufficient to state that it is comparable in size and content. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or

cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 12 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government via fax, email, US Postal service or Government mail service in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

**\*\*NOTE TO THE OFFEROR: WHEN PROVIDING THE QUESTIONNAIRE TO YOUR REFERENCES, IT IS SUGGESTED THAT YOU INCLUDE A COPY OF THE STATEMENT OF WORK (SOW) PROVIDED UNDER ATTACHMENT "A".**

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Alicia Middleton, Code 210.4  
Bldg. 12, Rm. N132D  
Greenbelt, MD 20771  
Email: alicia.middleton@nasa.gov  
Telephone: 301-286-8162

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

**[End of Section L]**

## SECTION M-EVALUATION FACTORS FOR AWARD

### M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: NONE

(End of text)

### M.2 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

#### 1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

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

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

#### 2. Evaluation Factors and Subfactors

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

#### 3. Relative Order of Importance of Evaluation Factors

**The Cost factor is significantly less important than the combined importance of the Mission Suitability factor and the Past Performance factor. As individual factors, the Mission Suitability factor is the most important and the Cost factor is equal to the Past Performance factor.**

(End of provision)

### **M.3 MISSION SUITABILITY FACTOR (JUN 2012)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements.

If submitted, the offeror enhancements/innovations function will be evaluated with respect to their practicality and usefulness.

#### 1. Mission Suitability Subfactors and Description of Each Subfactor

##### **Subfactor A – Understanding the Key Technical Requirements**

The Government will evaluate the thoroughness and adequacy of the Offeror's understanding of the depth, breadth and objectives of the key SOW requirements.

The Offeror's approach to a hypothetical Scenario 1 which represents events that the selected Contractor may encounter will be evaluated. The Offeror's narrative description of its response to this in-house start up scenario will be evaluated for the realism, and thoroughness of its approach, and the degree to which it demonstrates a comprehensive understanding of the challenges and responsibilities associated with the key technical requirements.

The Offeror's proposal will be evaluated for appropriateness, effectiveness and efficiency in terms of key organizations and systems identified; expertise, tools, and/or techniques to be applied; critical issues identified; and repeatable, consistent common practices. The Government will evaluate the breadth and depth of the offeror's understanding of the utilization of the major technical disciplines (See Enclosure A entitled "Government Position Descriptions") provided by the Offeror as elements of its solution to Scenario 1. The Government will review and evaluate the reasonableness of the assumptions and phasing schedule for each function.

The Government will evaluate the ability to successfully manage risks inherent or identified in the offeror's proposal in terms of correctly and thoroughly identifying the risk, assessing the risk's probability of occurrence, impact, severity, and time frame, as well as the offeror's approaches to mitigating and managing the risk.

## **Subfactor B – Management Approach**

The Offeror's management approach, including policies, procedures, techniques and organizational structure will be evaluated for completeness, effectiveness, and efficiency in accomplishing all SOW requirements. The Offeror's approach towards supporting and accommodating priorities, changing requirements, and workload fluctuations will be evaluated for reasonableness and effectiveness.

The Offeror's description of the roles, responsibilities, and authorities will be evaluated for clarity, efficiency, and effectiveness. The Offeror's description of such elements as the span of control, degree of autonomy, and lines of communication and how they will relate to successful work performance will be evaluated for effectiveness. Interfaces with NASA personnel will be evaluated for efficiency. The Offeror's proposed processes for resolving priority conflicts will be evaluated for effectiveness.

The Government will evaluate the effectiveness of the Program Directors's autonomy, control, and ability to obtain essential resources/functions necessary to accomplish work in addition to his/her authority to utilize and redirect subcontract resources. The Government will also evaluate the clarity and effectiveness of the organization's lines of authority as depicted in the management hierarchy and how efficiently the Contract will be functionally organized. The description of the breadth and depth of the Offeror's corporate resource base, beyond those of the on-site staff, will be evaluated for reasonableness.

The Government will evaluate the effectiveness and efficiency of the Offeror's task order management practices (including organizing, assigning staff, tracking, and managing tasks from task initiation to completion, including configuration control, subcontracting, schedule, and cost) and the ability to respond quickly and efficiently to the requirements of this procurement. The Government will evaluate the efficiency of managing multiple tasks and performance-based contracts of this magnitude. The Government will consider the effectiveness and efficiency of Offeror's special considerations or processes it takes to ensure the orderly transition of tasks being performed by another contractor.

The Government will evaluate the effectiveness of the offeror's approach of using award fee as an incentive to maximize performance during the contract period.

The Government will evaluate the proposed staffing plan for reasonableness, efficiency and effectiveness to ensure Contract requirements are met. The methods for staffing will be evaluated for their effectiveness in ensuring the contractor will assume full Contract responsibility to meet on-going requirements as well as emergent and fluctuating work requirements. The Offeror's discussion regarding how it will address needs for on-the-job orientation; replacement of personnel due to attrition, changes in skill mix requirements, unproductive personnel; and use of part-time support and hiring personnel to handle short or long term assignments will be evaluated for effectiveness and efficiency.

The Government will evaluate the Offeror's rationale for identifying certain positions as critical for reasonableness and the degree to which it reflects an understanding of requirements and the nature of the work. The Offeror's list of critical positions and descriptions of each critical position will be evaluated for effectiveness. In addition, the proposed Position Descriptions of each specific labor category will be evaluated to determine the level of understanding by the Offeror of the Contract requirements.

The Government will evaluate the Offeror's phase-in (transition) plan for its ability to ensure continuity of services and a smooth transition with the incumbent Contractors during the up to 45-day phase-in period. The Government will evaluate how clearly the phase-in plan demonstrates an ability to assume full Contract responsibility on the effective date of the Contract and its realism. The phase-in plan will be evaluated to assess the reasonableness of any assumptions made and its adequacy in ensuring that the required personnel are available at Contract inception to support all transition activities without any interruptions of schedules. The Government will evaluate the effectiveness of the phase-in plan, specifically how ongoing work will be maintained. The proposed management organization, staffing plan, and the plan for training of personnel will also be evaluated for effectiveness and efficiency. The schedule will be evaluated for realism and the likelihood of its successful completion by the end of the up to 45-day phase-in period.

The Government will evaluate the adequacy and completeness of the offeror's plan for compliance with Attachment E - Contract Security Classification "SECRET".

If incumbent capture is proposed, the Government will evaluate the realism and reasonableness of the Offeror's approach to attract and retain the incumbent staff. The Government will evaluate the Contractor's Personal Identify Verification (PIV) requirements based upon timely processing preparation.

The Government will evaluate the Offeror's Quality Assurance Plan for comprehensiveness and effectiveness in ensuring quality assurance concepts and principles are implemented and used throughout the Contract. The Offeror's discussion concerning the processes and mechanisms for implementing and maintaining a quality assurance program and making employees aware of all its aspects will be evaluated for effectiveness and efficiency. The Offeror's discussion concerning its quality assurance process will be evaluated for effectiveness in ensuring consistent high quality work, identifying problems and improving processes. The Offeror's discussion concerning the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections, and the extent of their authority will be evaluated for reasonableness. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives will be evaluated to determine if the Offeror is effectively, efficiently, and continually evaluating its own performance to ensure quality services are provided.

The Government will evaluate the Offeror's total compensation plan to determine the degree to which it reflects a sound management approach and an understanding of the Contract requirements. The total compensation plan will be evaluated for the Offeror's ability to provide

uninterrupted high-quality work. The total compensation plan will be evaluated for its expected impact on recruiting and retention and its realism. The Plan will be evaluated to determine the degree to which the compensation levels proposed and the plan's structure reflect a clear understanding of the work to be performed and meets the need to obtain and keep suitably qualified personnel to meet mission objectives. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

The Government will evaluate the offeror's proposed Fringe Benefits provided in Exhibit 10 and supporting data for reasonableness.

The Government will evaluate the degree to which the Offeror's Safety and Health Plan will ensure that supplies and services are furnished in a safe and healthful manner, and that the Offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use. The Offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated for the degree to which it provides protection for subcontractor employees for any proposed subcontract.

The Government will evaluate the Offeror's approach to *Scenario 2: Business Process Improvement* to assess the degree to which the Offeror demonstrates its understanding of the challenges associated with the Business Improvement Plan. The Offeror's identification of critical issues, what organizations and/or systems are affected; expertise, tools, and /or techniques to be applied; critical issues identified; and repeatable, consistent common practices will be evaluated for appropriateness, effectiveness and efficiency. This criterion will be used to determine the understanding of the utilization of the technical disciplines for each of the functions provided by the Offeror as demonstrated in the solution to the Scenario. The Government will evaluate any new or innovative methods, techniques or technologies or other resources, such as facilities and equipment, necessary to successfully accomplished the task that are proposed by the Offeror in the scenario with for their appropriateness, effectiveness, and efficiency. The Government will review and evaluate any assumptions for reasonableness.

## 2. Evaluation Findings

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

**Weakness** – a flaw in the proposal that increases the risk of unsuccessful Contract performance

**Significant Weakness** – a proposal flaw that appreciably increases the risk of unsuccessful Contract performance

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

**Strength** (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the Contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

**Significant Strength** (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the Contract requirements in a manner that provides additional value to the government.

### 3. Weights and Scoring

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

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

|  |                      |
|--|----------------------|
| Subfactor A - Understanding the Key Technical Requirements | <u>Points</u><br>400 |
| Subfactor B – Management Approach                          | <u>600</u>           |
| Total  | 1000                 |

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

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the offeror’s Mission Suitability score.

(End of provision)

## **M.4 COST/PRICE EVALUATION FACTOR**

The proposed costs of the Government Pricing Model and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Award Fee Matrices, will be assessed to determine reasonableness and cost realism. The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B). 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”.

Both the "proposed and probable cost" will reflect the offeror’s proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

The total FFP Phase-In price and the proposed and probable Government Pricing Model evaluated cost (including proposed fee amount) will be presented to the Source Selection Authority as well as any cost risk associated with the proposal.

(End of text)

### **M.5 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)**

An offeror’s past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “offeror” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed within 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$3M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$6M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 5 % of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. Size is less important than content. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through

customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

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

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

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

High Level of Confidence

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

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or

more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

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

(End of provision)