

National Aeronautics and
Space Administration

John H. Glenn Research Center
Lewis Field
Cleveland, OH 44135-3191



May 17, 2013

TO: Prospective Offeror's

FROM: NASA Glenn Research Center
Institutional Services Branch

SUBJECT: Deadlines for PACE IV RFP

The deadline for questions on NASA Glenn Research Center PACE IV Request For Proposal for is Friday, May 31, 2013, at 12:00 p.m. EST. Your questions will be answered in an amendment. Please forward your questions to the Contracting Officer, Brian Huth, at grc-pace-iv-rfp-questions@lists.nasa.gov.

The deadline for proposals is Friday, June 28, 2013, at 12:00 p.m. EST. Proposals will not be accepted after this date and time. For hand-delivered proposals, it must be set up a head of time. To set this up, call David Eccleston at 216-433-2422 or Brian Huth at 216-433-6693.

Thank you for your interest in this requirement.

Brian S. Huth
Contracting Officer

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE 1 OF 98
2. CONTRACT NO.	3. SOLICITATION NO. NNC13ZCH020J	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED May 17, 2013		6. REQUISITION/PURCHASE NO. N/A
7. ISSUED BY NASA Glenn Research Center Attn: Brian Huth, Contracting Officer 21000 Brookpark Road, Mail Stop 60-1 Cleveland, OH 44135-3191		CODE CHC	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and **(please see section L for specific instructions)** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 7, until **12:00 noon** local time, on **June 28, 2013** (date).
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Brian Huth	B. TELEPHONE NO. (NO COLLECT CALLS)		C. EMAIL ADDRESS
		AREA CODE / NUMBER 216-433-6693	EXT.	brian.s.huth@nasa.gov

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
(See Section I, clause No. 52-232-8)	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE NASA Glenn Research Center Commercial Accounts MS 500-303 21000 Brookpark Road Cleveland, OH 44135-3191
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26. NAME OF CONTRACTING OFFICER (Type or print) Brian S. Huth	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work incorporated as Attachment J-1, entitled “Professional, Administrative, Computational, and Engineering Services IV (PACE IV).”

B.2 AVAILABILITY OF FUNDS (FAR 52.232-18) (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

B.3 PRICING

Contract Phase	Pricing
Phase In (Firm-Fixed Price):	\$
Base Period Price:	\$
Base Period Fixed Fee:	\$
Option 1 Price:	\$
Option 1 Fixed Fee:	\$
Option 2 Price:	\$
Option 2 Fixed Fee:	\$
6-Month Extension:	\$
6-Month Extension Fee:	\$
SUBTOTAL:	\$
IDIQ Price:	\$
GRAND TOTAL:	\$

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work entitled Professional, Administrative, Computational, and Engineering Services IV (PACE IV) dated May 17, 2013.

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.211-70	SEP 2005	Packaging, Handling, and Transportation

D.2 PACKAGING INSTRUCTIONS (GLENN SUP. REQUIREMENTS) (SEP 2006)

All deliverables under this contract shall be packaged in accordance with: (1) best commercial practice that will afford protection against physical damage, degradation, and/or deterioration during direct shipment and (2) the regulations of the carriers for the mode of transportation employed.

D.3 NFS 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:

grc-contracts@mail.nasa.gov
- (f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby 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.

I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-5	MAY 2001	INSPECTION OF SERVICES – COST-REIMBURSEMENT

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

1852.246-72	AUG 2003	MATERIAL INSPECTION AND RECEIVING REPORT
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E.2 INSPECTION AND ACCEPTANCE (GRC 52.246-92) (JAN 1987)

Final inspection and acceptance of all work performed under this contract, including all deliverable items, will be performed at destination.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby 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.

I. FEDERAL ACQUISITION REGULATIONS (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (AUG 1989)
52.242-15	AUG 1989	STOP-WORK ORDER, ALTERNATE I

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

None included by reference.

F.2 PERIOD OF PERFORMANCE – BASIC AND OPTIONS

The initial period of performance (not including any phase-in) shall be for a period of 20 months. Subsequent periods, if any, shall be two option periods, Option 1 for 24 months and Option 2 for 16 months. If the Government requires performance of services after the initial contract period, notification to the Contractor of such requirement shall be in accordance with the clause 52.217-9 entitled "Option to Extend the Term of the Contract." The maximum period shall normally not exceed 5 years.

F.3 PLACE OF PERFORMANCE - SERVICES

The effort required under this contract shall be performed primarily at NASA Glenn Research Center at Lewis Field in Cleveland, Ohio, and Plum Brook Station in Sandusky, Ohio.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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NONE

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

CLAUSE NUMBER	DATE	TITLE
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1852.227-72	JUL 1997	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE NASA Glenn Research Center Attn: Kathleen Kerrigan Technology Transfer and Partnership Office M.S. 4-2 21000 Brookpark Road Cleveland, Ohio 44135
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES

G.2 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

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

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

- (1) Constitutes an assignment of additional work outside the statement of work;

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

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

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

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

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

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

G.3 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NFS 1852.242-73) (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.

**G.4 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
(NFS 1852.245-78) (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 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.

**G.5 OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82)
(JAN 2011)**

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

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

(3) NPD 8800.15B Real Estate Management Program, Ch. 5 Facilities Utilization

(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.

**G.6 NASA CONTRACTOR FINANCIAL REPORTING – Supplemental Requirements
(NOV 2012)**

(a) The following reporting requirements are associated with those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting. NPR 9501.2 may be accessed through the NODIS Library at <http://nodis3.gsfc.nasa.gov/>.

(1) Approved Contract Baseline

(i) Within thirty (30) working days after the contract effective date, the Contractor shall provide a summary page(s) to the Contracting Officer (CO) and Contracting Officer's Representative (COR), showing each reporting category as budgeted on a month-by-month basis for the duration of the work effort (Optional work efforts shall be separately summarized and Fiscal Years shall be subtotaled).

(ii) The corresponding monthly amounts on this summary shall be the amounts appearing in the "Planned" columns (7b and 7d) of each month's NF 533 as reported during the duration of the work effort.

(iii) The following cost categories are required to appear in the "Contract Value" column (9b) of the NF 533. No amounts shall accrue against any cost category not listed herein, unless authorized in writing by the CO (Email is sufficient). Variations in format or organization are authorized, as long as they conform to the contract reporting requirements.

Direct Labor Hours	_____
Direct Labor Dollars	_____
Labor Overhead/Fringe Dollars	_____
Material Dollars	_____
Material Overhead Dollars	_____
Other Direct Cost Dollars	_____
- Travel	_____
- Freight	_____
- Equipment	_____
- Training	_____
Subcontract Dollars	_____
Other Indirect Dollars	_____
G&A Dollars	_____
COM Dollars	_____
Fee Dollars	_____
<hr/>	
Total Cost Plus Fixed-Fee	_____

(iv) In the event of a revision to the work effort, the Contractor shall provide a revised month-by-month summary within 15 working days after the revision is approved.

(2) Monthly and Quarterly NF 533 Reports

- (i) The Contractor shall submit the following financial reports:
 - (A) NF 533M (Monthly Contractor Financial Management Report)
 - (B) NF 533Q (Quarterly Contractor Financial Management Report)

(ii) Upon written request, the CO may authorize an alternative format that provides substantially the same level of detail as the required NF 533(s), but is more compatible with the Contractor's standard accounting/reporting format.

(iii) The report(s) shall be prepared in accordance with the instructions contained in contract clause 1852.242-73 and NPR 9501.2, and on the reverse of the forms. Additionally, any contract requirements identified as Capital Assets have special reporting requirements, which are specified in the "Capital Asset Acquisition" clause of this contract. Column 7b Cost Incurred/Hours Worked During Month Planned and 7d Cost Incurred/Hours Worked Cum. to Date Planned of the NF 533 M represent the negotiated baseline plan plus authorized changes for the contract. There may not be a direct relationship between the estimates provided in section 8 (Estimated Cost/Hours to Complete) of the NF 533 M and columns 7b and 7d. Columns 7b and 7d represent the negotiated baseline plan plus authorized changes, unlike the estimates provided in columns 8a, 8b, and 8c. Data in section 8 should not be simply a restatement of the baseline values.

(iv) The cost categories for the monthly and quarterly reports are the same as those specified in paragraph (a)(1)(iii) above.

(v) The Contractor shall provide a narrative explanation for any variance listed in the table below that exceeds the listed threshold. The explanation shall be provided as a footnote on the NF 533 report page, or included in a variance explanation table attached to the NF 533 report, and shall be detailed by cost category. The explanation shall include the cause of the variance, its impact on contract completion within the estimated cost, and the corrective action taken or proposed to be taken by the Contractor.

VARIANCE REPORTING REQUIREMENTS

Title of Variance	Definition	Threshold +/-
Actual vs. Estimated Cost	Any variance at the total contract level between a previous estimated month-specific expenditure and the actual expenditure reported for the same month. For example: The March 533M reported an estimated total contract expenditure for April of \$100K, and subsequent April 533M reported actual total contract costs of \$88K, which is a variance of 12%	10%
Actual vs. Planned to Date	Any variance at the total contract level between the planned cost to date and the actual cost to date	The lesser of 10% or \$100K
Contractor Final Estimate vs. Contract Value	Any variance at the total contract level between the contractor's current final cost estimate and the current contract value.	The lesser of 5% or \$100K

(vi) IF THIS IS A TASK ORDER CONTRACT:

(A) The Contractor shall submit one set of monthly reports that summarize the entire contract at the Task Order Level (total hours/dollars per Task Order), and monthly reports showing cost detailed by the individual cost categories identified in paragraph (a)(1)(iii) above, for each active Task Order and for the total contract effort.

(B) If the contract includes identified capital asset expenditures, each capital asset shall be reported on its own report page. The level of reporting detail for capital assets shall be equal to the separate reporting for Task Orders under the contract.

(vii) Report periods and submittal dates shall be in accordance with the instructions contained in NPR 9501.2. All reports shall include the signature of the Contractor party responsible for the information on the reports.

(viii) Reports shall be submitted electronically and/or in hardcopy format, in the number of copies, and to the individuals/areas indicated below:

Individual/Area	No. of Copies E = Electronic H = Hard copy	Mail Stop	Email Address
CO	1 E and 1 H	60-1	Brian.S.Huth@nasa.gov
COR	1 E and 1 H	142-2	Margaret.C.Bollinger@nasa.gov
Accounting and Financial Analysis Division (AFAD)	1 E and 1 H	60-1	Sandra.M.Wheeler@nasa.gov

(ix) Late, Inaccurate, or Incomplete Reports may result in the following penalties:

- (A) Payment withheld until compliance is demonstrated,
- (B) Negative Contractor Performance Assessment ratings, and/or
- (C) Reduction in award fee.

(b) The following reporting requirements are in addition to those stated in the NASA Contractor Financial Management Reporting clause (1852.242-73) of this contract, and NPR 9501.2, NASA Contractor Financial Management Reporting.

(1) Contractor Headcount Reports

(i) Each fiscal year quarter (December 31, March 31, June 30 and September 30), the contractor shall prepare a report that shows, for each reporting category that includes labor costs, the total onboard headcount (including WYEs) by labor category. Program management staff shall be listed separately. The headcount is total staffing including recurring subcontract support included as direct labor in the NF533.

(ii) The report shall be submitted electronically to the CO no later than fifteen (15) work days after the close of the fiscal year quarter end date.

(2) Contractor Accounting Calendar

(i) The contractor shall prepare an accounting calendar for the life of the contract (base period plus all option periods).

(ii) The accounting calendar shall be submitted electronically to the CO within 15 working days after the contract effective date.

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

“See NASA Procedural Requirements (NPR) 4200.1, "NASA Equipment Management

Procedural Requirements," NPR 4200.2, "NASA Equipment Management User's Guide for Property Custodians," NPR 4300.1, "NASA Personal Property Disposal," and NPR 4310.4, "Identification and Disposition of NASA Artifacts," for applicable user responsibilities."

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 desk telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in ["not applicable"].

(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: [“none”].
- (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.

G. 8 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (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 and Industrial Property Officer (IPO), 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.

(b) The Contractor shall contact the IPO at:

Ms. Patricia Dimaline
NASA Glenn Research Center
21000 Brookpark Rd., M/S 21-9, Cleveland, OH 44135
(216) 433-2893

G.9 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245-1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management.
- (3) NPD 8800.15B, Real Estate Management Program, Chapter 5 Facilities Utilization

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor's real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

G.10 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-70)(JAN 2011)

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

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

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

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

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

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

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this

clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245-1, Government Property, as incorporated in this contract.

G.11 CAPITAL ASSET ACQUISITION – INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACTS (SEP 2009)

a. When any task/delivery order issued under this contract includes a requirement for capital assets* the contracting officer will identify those items as such and create separate line items for them on the task/delivery order.

*A capital asset is an item: 1) With a total acquisition cost of \$100,000 or more, 2) With a useful life of 2 years or more, 3) Not intended for sale in the contractor's ordinary course of operations, 4) Acquired and/or fabricated by the contractor and to which NASA will or intends to take title, and 5) With an alternative future use (not research and development related). *(Note: Items and/or services with values less than \$100,000 that contribute to the acquisition or increased value of a capital asset (e.g. surveys for real property or components for capital equipment) are also subject to capitalization rules. Generally, NASA will inform the contractor if such items and/or services are classified as capital assets.)*

b. During contract performance, if the contractor determines a need to acquire or fabricate an item that may meet the criteria for capital asset, the contractor shall submit a written request for approval to the contracting officer. Based on internal review, if the item is determined necessary for contract performance and determined to be a capital asset, the contracting officer will either: 1) Issue a new task/delivery order for the capital asset, or 2) Modify an appropriate existing task/delivery order to add a separate line item for the capital asset.

c. If NASA Contractor Financial Management Reports (NASA Form (NF) 533's) are required under this contract, the contractor shall report all costs incurred against each identified capital asset on its own report page on the NF 533's.

d. The costs incurred for each item designated as a capital asset shall be identified separately on any invoice, voucher, or other authorized payment request submitted by the contractor under this contract.

G.12 PAYMENT OF FIXED FEE (NFS 1852.216-75)(DEC 1988)

As it pertains to baseline work activity, the fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

G.13 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT

A. All vouchers or invoices shall include a reference to the number of this contract.

B. Invoices for Fixed-Price Task or Delivery Orders (as applicable)

1. If the contractor is authorized to submit requests for progress payments:
 - a. Each request (Standard Form 1443) shall include the costs for all active orders, and shall include a schedule that separately identifies the costs applicable to each order.
 - b. These requests shall be submitted to the Contracting Officer's office, which is the designated billing office for progress payments for purposes of the Prompt Payment clause of this contract

2. If the contractor is not authorized to submit requests for progress payments:

- a. To the greatest extent possible , invoices shall include the prices for multiple, completed orders, and shall include a schedule that separately identifies each order.
- b. These invoices shall be submitted to:

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

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

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

C. Vouchers for Cost Reimbursement, Time & Materials, Labor-Hour Task or Delivery Orders (as applicable), or base work activities.

1. Each cost or fee voucher shall include the costs or fees for all active orders, and shall include a schedule that separately identifies the costs (Including G&A, COM, O/H, etc.) or fees applicable to each order. Discrete vouchers for individual orders shall not be submitted unless approved in writing by the NASA Contracting Officer.
2. The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph C.2.a or C.2.b below, whichever is applicable.
 - a. If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be submitted to:

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

- (i) For any period that the Defense Contract Audit Agency (DCAA) has authorized the contractor to submit interim 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.

- (ii) Copies of vouchers should be submitted as follows:

Copy 1 - NASA Contracting Officer
Copy 2 - DCAA Auditor

- Copy 3 - Contractor
- Copy 4 - Contract Administration Office, if delegated
- Copy 5 - GRC Project Manager

b. If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph C.2.a, the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent contractor's attachment to the cognizant DCAA office.

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

- Copy 1 - NASA Contracting Officer
- Copy 2 - DCAA Auditor
- Copy 3 - Contractor
- Copy 4 - Contract Administration Office, if delegated
- Copy 5 - GRC Project Manager

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

3. Fee vouchers shall be submitted to:
- NASA Shared Services Center
 - Financial Management Division – Accounts Payable
 - Bldg.1111, C. Road
 - Stennis Space Center, MS 39529
 - E-mail: NSSC-AccountsPayable@nasa.gov
 - Fax: 866-209-5415

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

4. 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.

G-14 SECURITY CLASSIFICATION REQUIREMENTS (1852.204-75)(SEPT 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Top Secret. See Federal Acquisition Regulation clause [52.204-2](#) in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-4.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby 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.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.233-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES

H.2 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)

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

See http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html
 NASA Glenn Research Center
 Attn.: Kathleen Kerrigan
 21000 Brookpark Rd., M/S 4-2
 Cleveland, OH 44135

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

set forth in 1827.305-370 of the NASA FAR Supplement.

H.3 LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, prospective Offerors are invited to review FAR Subpart 9.5, Organizational Conflicts of Interest.

(b) The nature of this conflict is: The contractor may be asked to prepare specifications, advise on specifications, consult on Government statements of work, or otherwise perform duties that could lead to a potential unfair competitive advantage on future Government procurements, as described in FAR 9.505(b).

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

(1) If the contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract).

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

*Organizational Conflict of Interest (OCI) will be an eligibility requirement and the Limitation of Future Contracting will be included in the RFP and the contract.

H.4 EMERGENCY PREPAREDNESS AND RESPONSE (SEPTEMBER 2007)

(a) The contractor's obligation may include resolution of unusual or emergency situations. The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies.

(b) Obligations under this requirement shall only arise when one or more of the criteria at FAR 18.001, enabling NASA to utilize "Emergency Acquisition Flexibilities", are met.

(c) If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the Changes clause of this contract.

H.5 WASTE REDUCTION REPORTING (JUNE 2008)

In addition to the requirements of FAR clause 52.223-10, Waste Reduction Program, the contractor shall submit an annual report for all operations and facilities covered by this contract about its program to promote and implement cost effective waste reduction and affirmative procurement programs required by 42 U.S.C. 6962 for all products designated in EPA's Comprehensive Procurement Guideline (40 CFR Part 247). Both the FAR 23.404(b) and NPG 8830.01 require that Government purchases of EPA-designated items contain the specified amount of recovered materials unless a request for waiver or justification documentation has been processed. The reporting period shall be from October 1 of each year through September

30 of the following year. The report shall be submitted December 15. The report shall be submitted at the address listed at <http://netsdata.grc.nasa.gov> . Copies of the report shall also be provided to the Contracting Officer and the GRC Environmental Management Branch. The contractor's programs shall comply with applicable Federal, State, and local requirements, NASA Environmental policy, and the NASA Glenn Research Center Environmental Program Manual, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247). A complete listing of all categories and products designated in EPA's Comprehensive Procurement Guideline can be found at <http://www.epa.gov/cpg/products.htm>.

H.6 SAFETY AND HEALTH (NFS 1852.223-70) (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.

H.7 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

(a) The Offeror shall submit a detailed safety and occupational health plan within 30 days of contract award (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.

H.8 Supplement to SAFETY AND HEALTH PLAN (NFS 1852.223-70) (MAY 2001) SAFETY AND HEALTH PLAN CONTENT

Upon notification of award, the Offeror shall submit its **SITE SPECIFIC Safety and Health Plan within 30 days of official contract award**. It is generally expected that the plan will be a single document addressing both safety and health. Failure to submit an acceptable Safety and Health Plan may result in delays to the schedule.

For a Safety and Health Plan to be approved, it shall contain as a minimum the following written requirements:

1. A statement of the company's safety and health goals and objectives.
2. A general management and organizational plan for scoping and managing the safety and health programs. Include the name(s) and qualifications of the individual(s) assigned responsibilities to ensure Safety and Health Plan compliance at the work site. Indicate their

position(s) within the company's organization and the position to which they report.

3. Describe the company's actual performance and accident experience within the last five (5) years in performing jobs similar in size and scope.
4. Describe methods used to foster and promote motivation and awareness in employees of safety and health matters. Include any regularly scheduled safety and/or health meetings for supervisors, foremen, and employees; and other forms of training.
5. Describe the methods by which improvement of safety and health practices by employees of any subcontractors will be encouraged and rewarded, including any flow down of safety and health requirements to lower tier subcontractors.
6. Provide a job hazard analysis pursuant to paragraph (g) of the Safety and Health clause in Section H, including the content described therein.
7. Safety and Health procedures will be administered by the project Superintendent. All employees will be instructed on safety and health prior to beginning their work.
8. The safety and health rules will be reviewed with the subcontractor's job foreman as he arrives on the site to start work. All employees of subcontractors will be given safety and health rules prior to beginning their work on the project.
9. A safety meeting will be held in accordance with the clause entitled "Safety and Health (Construction)," paragraph (b), in section H of this contract.
10. The NASA emergency telephone number, contract number, and site location or building number will be posted on the job site; i.e., dial 911 from any NASA (beige) phone.
11. Fire extinguishers provided by the contractor will be located on site and readily accessible for use. No flammable liquids or hazardous materials will be stored on the site of the job without prior approval of the COR.
12. The project Superintendent will conduct safety inspections daily and notify individuals of any violations. Violations will be corrected immediately and documented on the Contractor's Daily Inspection Report.
13. All employees will perform daily clean up and keep all areas free of debris or other potential hazards.
14. The Superintendent will telephone the NASA inspector daily upon arrival to identify the number of employees working, the type of trade, work location, and the work planned for the day.
15. Contractor-provided first aid kits will be available at the work site at all times. Advanced medical assistance other than first aid may be requested by dialing 911 on any NASA telephone.
16. In the event that suspected asbestos containing materials are encountered, the work will be stopped immediately and the NASA COR will be notified and consulted for further direction.

17. Arrangements will be made for any systems testing to be witnessed by the COR or designated representative. It is understood that no pneumatic pressure testing is permitted without the prior approval of the COR and the appropriate NASA Area Safety Committee.
18. All trench excavation will be performed in a safe manner and in accordance with applicable OSHA requirements. Proper barricades and lighting as will be provided by the contractor as required by the COR.
19. All personnel protection including hard hats, hearing and eye protection will be provided by the Contractor.
20. All contractor employees shall abide by the provisions set forth in the NASA Electrical Applications Safety Permit if one has been issued.
21. Welding and cutting operations will be in accordance with applicable OSHA standards. Adequate ventilation of exhaust fumes will be provided. Work on a daily basis will not proceed until clearance is authorized from the NASA Safety Assurance Office and a fire watch is established.
22. Due to the proximity of the NASA Glenn Research Center to the Cleveland Hopkins Airport, erection and use of any cranes requires advance approval from the COR. Signal men will be on duty and warning signs posted, as required by OSHA.
23. If employees require hospital or emergency medical aid a NASA Mishap Report (NASA Form 1627) will be completed and submitted to the Contracting Officer's Representative for distribution.
24. The contractor will cooperate with NASA to insure that every precaution is taken in establishing a safe working environment for employees.
25. The contractor will continue to update this Safety and Health Plan as appropriate as contract performance progresses.
26. The foregoing Safety and Health policies are not to be considered as waiving or replacing OSHA standards and requirements.

The NASA Glenn Safety Manual which is incorporated by reference can be accessed from the following web site: <http://smad-ext.grc.nasa.gov/shed/pub/gsm/gsm-manual.pdf>

H.9 MAJOR BREACH OF SAFETY OR SECURITY (NFS 1852.223-75) (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.

H.10 OBSERVANCE OF LEGAL HOLIDAYS

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

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

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

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

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

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

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

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

H.11 GRC 52.209-90 CONTRACTORS' DUTIES AND RESPONSIBILITIES ON-SITE (OCT 2012)

(a) BADGES

Contractor personnel having a need to enter areas of the Glenn Research Center or Plum Brook Station shall have an identification badge or pass. This badge or pass shall be obtained at the entrance of the Glenn Research Center or Plum Brook Station.

(1) Resident Contractors (employees with picture badges)

- (i) The contractor's on-site supervisor will notify the Main Gate Badge Clerk at PABX 3-2206 when a new employee is reporting to work. The Badge Clerk will give the contractor's on-site supervisor specific instructions as to how the new employee will be badged, photographed, fingerprinted, etc.
- (ii) Badge requirements are as follows (timeframes are calculated by the number of days employee will be here within a 365 day period):

1 to 14 days: Visitor Pass - For visitors, please access the Security web page at <https://security.grc.nasa.gov> to complete the on-line visitor notification form. For temporary construction and service personnel please follow instructions in paragraph a)(2) below.

15 - 179 days: Temporary Badge - Employee will be required to undergo an NCIC check via the National Crime Information Center.

180 days +: Permanent Badge - For permanent employees, all HSPD-12 requirements must be adhered to. Access the Security Web page at <https://security.grc.nasa.gov> for instructions.

For permanent badges, the contractor is required to complete and send the following forms to the Security Management and Safeguards Office:

Position Risk Designation for Non-NASA Employee, NASA Form 1760
Position Risk Designation Cover Sheet, NASA-C-1760.

It is recommended that the contractor complete the new hire process at least ten work days prior to the employees start date.

- (iii) When an employee terminates and/or resigns employment, the contractor shall issue to the employee NASA Form C-10087, Non-NASA Separation Clearance Record. The contractor shall be responsible for making an inquiry of all offices listed on the form to see if the employee has any outstanding Government items. The employee shall then take this form to all offices that list he/she as having outstanding items. The employee's last stop is for the return of their Government issued I.D. badge. The contractor is also required to send a notice to the Grc-Ssc-Separations@Lists.Nasa.Gov within 1 day of employees' separation.
- (iv) Contractor shall ensure that the terminated and/or resigned employee has returned his/her badge to the Main Gate Badge Clerk. Final clearance of a Contractor upon completion of a contract will depend in part upon accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, U.S. Code.

(2) Non-Resident Contractors (employees with non-picture badges)

Badge requirements are as follows (timeframes are calculated by the number of days employee will be here within a 365 day period):

1 - 14 days: Temporary Badge (paper) - Employee will be required to complete a Badge Application (NASA-C-969a) and an NCIC check will be conducted via the National Crime Information Center.

15 - 179 days: Temporary Badge (hard plastic) - Employee will be required to complete a Badge Application (NASA-C-969a) and an NCIC check will be conducted via the National Crime Information Center.

For employees who will be on-site more than 180 days within a 365 day timeframe please refer to paragraph (a)(1) above.

The Contractor's on-site manager shall comply with the Badge and Property Regulations (NASA Form C-421), a copy of which will be given to the Contractor's supervisors at the time of the Construction Site Showing. The Badge and Property Regulations are identified below:

- (i) Ensure that, for badging purposes, each contractor employee is in possession of NASA Form C-9975, Construction Contractor Registration & ID Badge, prior to reporting to work. Employees not in possession of the above mentioned form will be delayed at the gate until such time as the contractor supervisor/foreman or his representative reports to the Main Gate with the appropriate paperwork for badging.
- (ii) Report lost badges immediately.
- (iii) Upon termination of duties, each employee's badge will be collected and returned to the Main Gate by the Contractor. Final clearance of a Contractor

upon completion of a contract will depend in part upon the accounting for all badges issued to employees during the performance of the contract. Security badges are Government property and any alteration or misuse of these badges may be prosecuted as a violation of Section 499, Title 18, US Code.

(b) PERSONNEL LOCATION AND IDENTIFICATION

The Contractor shall:

- (1) Ensure that office space occupied by its personnel is clearly labeled with the name of the company.
- (2) Ensure, to the extent practicable, that external correspondence signed by its personnel is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location.
- (3) Ensure that its onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting is used.
- (4) When participating in meetings with Government and/or other contractor personnel, ensure that its personnel properly identify themselves as contractor employees so that their actions will not be construed as acts of Government officials.

(c) EMERGENCY PREPAREDNESS

- (1) Emergencies are defined as incidents involving serious personal injury or damage, incidents that cause possible hazardous conditions, or incidents that require immediate attention of the Plant Protection Department or Security. The Contractor shall ensure that its employees are informed that Emergency, Fire, Medical, Safety, and Security assistance can be summoned by Dialing "911" on the Center's PABX telephone system.
- (2) For incidents not classified as an emergency, contractor personnel shall be instructed to immediately notify the Contracting Officer's Representative (COR) (rather than dialing "911").
- (3) In the event of any accident investigation activity, the contractor shall cooperate fully with the Government Accident Investigator and the Center Accident Investigation Board. This cooperation shall include interviews at the accident site and/or at a Board meeting.
- (4) The Contractor shall provide written guidance to its employees in the event of an emergency, an incident other than an emergency, a Center closure, a building closure, a fire alarm, or tornado alarm. The Contractor is encouraged to include in this guidance pre-established instructions, when feasible, to employees such that unnecessary delays and confusion may be avoided by employees who may otherwise be awaiting management instructions. For example, the Contractor is encouraged to address what actions employees should immediately take in the event of fire, building closure, Center closure (i.e. late Center opening or early center dismissal) for snow or other causes.

(d) TRAFFIC

The Contractor agrees to comply, and agrees to require that all of its personnel will comply with

all posted traffic signs, signals and instructions of personnel assigned for traffic control and parking purposes and with the provisions of the NASA Glenn Research Center Safety Manual (GLM-QSA-1700.1), Chapter 19, Vehicle & Pedestrian Safety, incorporated herein by reference and made a part hereof.

(e) PROHIBITION OF FIREARMS

Firearms or weapons of any kind are strictly prohibited at the Glenn Research Center.

(f) SECURITY INCIDENTS

Theft of Property, Bomb threats, malicious damage and any other threat or violent situations shall be immediately reported to the Security Management and Safeguards Office.

(g) AFTER-HOUR ACCESS

During normal working hours, 6:00 a.m. to 6:00 p.m. Monday through Friday, the guards at the gates will permit contractor entrance and departure. At any other time, advance clearance is required. Advance clearance may be obtained through the Glenn/Plum Brook COR, who will make the request to the Main Gate Officer (PABX 3-2204 at Glenn and 3-3221 at Plum Brook). After-hour clearances, as approved by the COR, are certification to the guards as authority for admittance of a contractor during off hours, including Saturdays, Sundays, and Holidays. This procedure ONLY applies to temporary contractors who are on-site at Glenn for 1 - 179 days within 365 day timeframe and are issued temporary badges(non-smartcard credentials) NOTE: Per Plum Brook management ALL Plum Brook Station employees are required to follow the after-hour access procedures.

(h) FOREIGN TRAVEL

Contractors providing service support to GRC programs that require travel to a Foreign Country must request a defensive counterintelligence travel briefing from the GRC Counterintelligence Office at least 2 weeks prior to travel. Only approved and sanitized Information Technology (IT) devices including laptops, flash drives, thumb drives, memory sticks, smart phones or PDA's will be authorized to be taken on travel. Approval must be obtained from the GRC Information Technology Security Manager for any IT device to be transported outside the US. All NASA documents or information must be reviewed and approved by either the GRC Center Export Administrator or a GRC Center Export Representative prior to travel. Any IT or data system, device or document containing NASA sensitive information as outlined in NPR 1600.1 paragraph 5.24, must be reviewed and approved by the GRC Security Management and Safeguards Office Information Security Specialist prior to travel.

(i) GOVERNMENT PROPERTY ACCOUNTABILITY

- (1) Government property and material is subject to the requirements of Federal Acquisition Regulation (FAR) Part 45 and NASA FAR Supplement (NFS) Part 1845. All NASA contractors are required to follow all applicable FAR and NFS regulations as well as applicable NASA Directives. Removal of NASA property from GRC and Plum Brook Station without prior authorization is strictly prohibited and is subject to denial of Center access and criminal prosecution. Contractors shall ensure that their employees are familiar with the requirements of the contract with regard to Government Property, including the disposal and removal of scrap and residual materials. The removal of scrap and residual job materials from GRC requires written approval from the NASA COR or authorized representative. The appropriate documentation must be completed and signed by the COR or authorized representative before exiting the Center. Each driver is required to surrender the completed documentation to the security officer at the security control point upon

departure. Each vehicle is then subject to inspection prior to departure from the Center to check the contents of the respective vehicle against the information listed on the documentation authorizing removal of the property.

- (2) In addition to the above, Municipal Waste, Recyclables, and Hazardous Materials must also be properly disposed of utilizing the appropriate containers and collection points for each type of scrap and residual material. Failure to adhere to the proper disposal of these materials or unauthorized use of municipal waste or recycling containers may result in the denial of Center access and possible civil or criminal prosecution for the offender.
- (3) Questions concerning the proper removal and disposal of property, scrap, waste or other residual job materials should be forwarded to the NASA COR, or the GRC Supply and Equipment Management Officer (SEMO).

H.12 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)(JAN 2011)

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

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

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

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

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

H.13 PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES (GRC 52.204-96) (AUG 2006)

"PIV Card Issuance Procedures", posted on the World Wide Web at: <http://www.grc.nasa.gov/WWW/Procure/PIVCardIssuanceProcedures.doc>, are incorporated herein by reference and made a part hereof.

These PIV Card Issuance Procedures are in accordance with FAR clause 52.204-9, "Personal Identity Verification of Contractor Personnel" and NASA Procurement Information Circular (PIC) 06-01 entitled "Personal Identity Verification of Contractors", dated January 18, 2006.

H.14 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

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

H.15 BASE WORK BANDING

If the estimated base cost listed in Section B.3 increases or decreases by more than 20% in any Government fiscal year, the parties agree to enter into negotiations for a possible equitable adjustment.

H.16 CONTRACT VALUE SURGE

If during the performance of this Contract additional in-scope work is required to meet increased overall need, the Contracting Officer may unilaterally increase the total contract value by 20%. This decision is entirely within the discretion of the Government.

H.17 SAFETY AND HEALTH PLAN – GRC Supplemental Requirements to 1852.223-73 (SEP 2011)

The Contractor shall submit a detailed, site-specific Safety and Health Plan to the Contracting Officer (CO) within 30 days of contract award for concurrence by the GRC Safety, Health and Environmental Division (SHED), and approval by the CO. The CO will notify the Contractor in writing when its final Safety and Health Plan has been approved. Upon approval, the final Safety and Health Plan replaces the initial plan incorporated by reference in the contract, and the Contractor shall comply with the requirements of the final Safety and Health Plan.

H.18 TASK ORDERING PROCEDURE (1852.216-80)(OCT 1996)

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

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

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

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

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

(c) Within 5 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 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

H.19 TASK ORDER RATES

- a. In preparing the Task Order as called for in §H.18 above, the Contractor shall use the listed rates, or lower, when estimating the costs of performing all Task Orders issued under the resulting contract. These rates are “Not to Exceed” estimating rates determined under an open competitive market. As such, the contractor will be permitted to base its Task Order estimates on lower rates than are listed in the rate tables contained herein. Both parties agree to use the listed rates, or lower, as the basis for establishing the estimated cost or price of individual orders, together with any other direct costs specific to the Task Order. The labor categories proposed when estimating each Task Order must reflect those which the contractor expects will be needed in the performance of the Task Order. During the performance of the Task Order, it is the contractor’s responsibility, and the contractor’s right, to determine and adjust, as necessary, the amount and skill mix of labor. The Government will pay the actual costs incurred as specified in the order, subject to the limits established by the “Limitation of Costs,” or the “Limitation of Funds” clauses.
- b. Direct labor hourly rates are found in Attachment J-9.
- c. Indirect Rates:

	CY1	CY2	CY3	CY4	CY5	CY6	Extension
Taxes and Fringe Benefits (as a % of wages)	%	%	%	%	%	%	%
Other Labor Overhead (as a % of _____)	%	%	%	%	%	%	%
Other Indirect Costs (as a % of _____)	%	%	%	%	%	%	%
G&A (as a % of _____)	%	%	%	%	%	%	%

CY = Contract Year; G&A = General and Administrative

H.20 DATA RIGHTS OF IT SYSTEMS AND RESULTING DATA

The Statement of Work and the Core Work Areas identify the requirements for IT systems to be delivered under the contract. The government anticipates the IT systems developed prior to contract award but delivered under the resulting contract shall be delivered as restrictive computer software under FAR 52.227-14, Alternate III. The Statement of Work and the Core Work Areas also identifies the requirements for data to be created in the aforementioned IT systems, maintained and delivered to the government during this contract. The data to be delivered shall be delivered in a format specified by the Government with unlimited rights. All other data and software developed under the contract shall be delivered with unlimited rights in accordance with the Rights in Data Clauses in Section I.

SECTION I - CONTRACT CLAUSES

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

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

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

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2008	CENTRAL CONTRACTOR REGISTRATION
52.204-10	AUG 2010	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 2010	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM

		CONTRACT FORMAT
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.216-18	OCT 1995	ORDERING [insert contract effective date through the contract expiration date in paragraph (a).]
52.216-22	OCT 1995	INDEFINITE QUANTITY [1 year from the end of the contract's expiration date]
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES [insert 1 month]
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT [5 years 6 months]
52.219-6	NOV 2011	NOTICE OF A TOTAL SMALL BUSINESS SET-A-SIDE
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	JUN 2003	CONVICT LABOR
52.222-20	DEC 1996	WALSH-HEALEY PUBLIC CONTRACTS ACT
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JUL 1995	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) - ALTERNATE I
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (AUG 2003) -- ALTERNATE I
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-16	DEC 2007	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS
52.223-18	SEP 2010	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	FEB 2009	BUY AMERICAN ACT - SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-25	SEP 2010	PROHIBITION ON ENGAGING IN SANCTIONED

52.227-1	DEC 2007	ACTIVITIES RELATING TO IRAN-CERTIFICATION AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	DEC 2007	PATENT RIGHTS OWNERSHIP BY THE CONTRACTOR
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
52.227-19	DEC 2007	COMMERCIAL COMPUTER SOFTWARE LICENSE
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT INSTALLATION
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-17	OCT 2010	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES. (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES - COST-REIMBURSEMENT
52.244-2	OCT 2010	SUBCONTRACTS (e) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [TBD] (k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [TBD]
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
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1852.203-70 JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.219-74 SEP 1994	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76 JUL 1997	NASA 8 PERCENT GOAL
1852.223-74 MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE
1852.225-70 FEB 2000	EXPORT LICENSES
1852.237-70 DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.245-74 JAN 2011	IDENTIFICATION AND MARKING OF GOVERNMENT PROPERTY, insert grc-contracts@mail.nasa.gov
1852.227-11 DEC 2007	PATENT RIGHTS- RETENTION BY CONTRACTOR (SHORT FORM)
1852.227-14 DEC 2007	RIGHTS IN DATA – GENERAL
1852.227-17	RIGHTS IN DATA--SPECIAL WORKS
1852.227-86 DEC 1987	COMMERCIAL COMPUTER SOFTWARE-- LICENSING

I.2 52.209-9 – UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database 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 consist 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.

I.3 FIXED FEE (FAR 52.216-8) (JUN 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

I.4 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

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

I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2010)

(a) Definitions. As used in this clause:

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil

False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (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.

I.7 OMBUDSMAN (NFS 1852.215-84) (NOV 2011)

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

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

I.8 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

I.9 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUNE 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.

I.10 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUNE 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 [*Contractor: 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.

I.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)(APR 1984)

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.12 LIMITATION OF FUNDS (FAR 52.232-22) (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the

Government's and the contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover.

The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the contractor's corresponding share, until the Contracting Officer notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect

the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the contractor incurs before the increase that are in excess of -

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

I.13 CONTINUITY OF SERVICES (FAR 52.237-3)(JAN 1991)

(a) The contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.14 IT PROPERTY DISPOSAL

The contractor shall identify excess and obsolete out-of-service contractor-owned service assets and configuration items and perform data removal (*i.e.*, sanitization) prior to excess, in accordance with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, *Guidelines for Media Sanitization*, and NASA IT Security Standard Operating Procedure (ITS-SOP) ITS-SOP-0035, *Digital Media Sanitization*, and initiate disposal, in accordance with Agency and Center Level guidelines, policies, directives, and local statutes.

I.15 KEY PERSONNEL AND FACILITIES

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

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

(c) The list of personnel and/or facilities as detailed in your proposal shall be considered key. This listing may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

I.16 CONTRACTOR TRAINING, QUALIFICATIONS, AND CERTIFICATION RECORDS (APR 2011)

Performance of this contract may require specialized training, certifications, or qualifications of contractor personnel. Upon the request of the Government, the Contractor shall provide personnel training, certifications and/or qualifications records which detail individual's qualifications to perform the duties to which they are assigned.

Records shall include all training, certifications and qualifications completed by an individual while under the Contractor's employment. If this contract contains clause 52.237-3, Continuity of Services, these records are considered to be part of "necessary personnel records" and shall also be provided to any follow-on contractor upon request.

I.17 Order Limitations (52.216-19)(Oct 1995)(IDIQ Portion of Contract)

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

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

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$50,000,000.00; or

(3) A series of orders from the same ordering office within 5 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.

I.18 Rights in Data – General (52.227-14) Alternate II (Dec 2007)

(g)

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

Limited Rights Notice (Dec 2007)

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

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

I.19 Rights in Data – General (52.227-14) Alternate III (Dec 2007)

(g)(4)

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

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be—

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

(2) Used or copied for use in 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 in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

Attachment No.	Title
Attachment J-1	Statement of Work
Attachment J-2	Client Authorization Letter
Attachment J-3	Past Performance Questionnaire
Attachment J-4	DD-Form 254
Attachment J-5	Price Template CA1
Attachment J-6	Price Template CA2
Attachment J-7	Price Template CA3
Attachment J-8	Historical WYEs
Attachment J-9	IDIQ Rates
Attachment J-10	CAOT
Attachment J-11	Work Area 1
Attachment J-12	Work Area 2
Attachment J-13	Work Area 3
Attachment J-14	Labor Category Descriptions
Attachment J-15	IDIQ WYEs
Attachment J-16	IDIQ Price Template
Attachment J-17	Price Summary Template
Attachment J-18	IT Security Awareness & Training Handbook

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (MAY 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541519**.

(2) The small business size standard is **\$25.5 million**.

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) 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 (c) applies.

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

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

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

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

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

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

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

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

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

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Bio-based 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 Bio-based Products Under Service and Construction Contracts.

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

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

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

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

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

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

(2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

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

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause	Title	Date	Change

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

K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7)(FEB 2012)

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

K.3 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (52.227-15)(Dec 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

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

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

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

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

<http://www.acquisition.gov/far/>
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE Insert "C-9 rated order" in blank.
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

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

CLAUSE NUMBER	DATE	TITLE
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS

L.2 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)

(a) Definitions. As used in this provision -

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

In writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show:

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless

otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall:

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (Contractor: insert numbers or other identification of sheets); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract 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 the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counter-offer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a Cost Plus Fixed-Fee Contract with an Indefinite Delivery Indefinite Quantity (IDIQ) portion.

L.4 RESERVED

L.5 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (FAR 52.232-38) (MAY 1999)

The Offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The Offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Offeror's financial agent.
- (5) The Offeror's account number and the type of account (checking, savings, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Offeror's financial agent.
- (7) If applicable, the Offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

L.6 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

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

NASA Glenn Research Center
Brian Huth, Contracting Officer
21000 Brookpark Road, M/S 60-1
Cleveland, OH 44135

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

**L.7 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245-80)
(JAN 2011)**

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

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

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

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

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

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

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

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

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

L.8 LIST OF AVAILABLE GOVERNMENT PROPERTY (NFS 1852.245-81)(JAN 2011)

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

(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.

(c) The selected Contractor will be responsible for costs associated with transportation, and

installation of the property listed in this provision.

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

L.9 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

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

Volume I:	Page Limit
Mission Suitability Volume	70
Volume II:	Page Limit
Relevant Experience/Past Performance Volume	20
Volume III:	Page Limit
Cost/Price Volume	No Page Limit

(b) A page is defined as one side of a sheet, 8 1/2 x 11, with at least one inch margins on all sides. Smaller than 11 point font may be used for figures, tables, charts, and graphics within the written proposals so long as the figure, table, chart, or graphic does not consist primarily of text and can be reasonably read by the evaluators. If the information is unable to be deciphered it will not 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.

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

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

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

(f) Resumes of Key Personnel requested in provision L. 11 PREPARATION OF VOLUME I: MISSION SUITABLILITY, will not be subject to the Mission Suitability page limitation as defined in part (a) of this provision.

(g) Responses to the scenarios requested in provision L.11 PREPARATION OF VOLUME I: MISSION SUITABLILITY, will be limited to 5 pages per scenario. Responses to the scenarios will not be subject to the Mission Suitability page limitation as defined in part (a) of this provision.

L.10 PROTESTS TO NASA (NFS 1852.233-70) (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

L.11 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Brian Huth, Contracting Officer
Email: grc-pace-iv-rfp-questions@lists.nasa.gov
Address: 21000 Brookpark Road, M/S: 60-1
Cleveland, Ohio 44135

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

(b) Questions or comments should be submitted by 12:00 NOON, May 31, 2013, to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

L.12 PROPOSAL PREPARATION INSTRUCTIONS

(a) General Information

(1) Information in this provision supplements FAR clause 52.215-1, "Instructions to Offerors—Competitive Acquisitions," included elsewhere in this Section L. In the event of a conflict, FAR 52.215-1 is controlling.

(2) The Offeror's proposal shall provide the basis for evaluation against the requirements of the solicitation. Proposal information must be precise, factual, detailed, and complete. Vague statements shall be interpreted as evidence of a lack of understanding on the part of the Offeror or the inability to demonstrate adequate qualifications. 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.

(3) An initial review of all proposals will be conducted in accordance with **NFS 1815.305-70**. All unacceptable proposals will be eliminated from further evaluation. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all finalists, afford each Offeror an opportunity to revise its offer, and then make selection.

(b) Format

For evaluation purposes:

(1) The Offeror shall submit one (1) original, nine (9) identical hard copies and two (2) electronic copies of the proposal Volumes I and II. The Offeror shall submit one (1) original, two (2) identical hard copies and two (2) electronic copies of the proposal Volume III. See paragraph (d) below for information relative to electronic copies of the proposal.

(2) **Plastic Bindings ONLY** are requested for the submitted paper proposal information. Paper proposals shall be **tabbed** and separated into the following distinct sections so that evaluation may be accomplished concurrently and independently:

Volume I: Mission Suitability

- Technical Requirements
 - Technical Approach
 - Scenario Responses
- Management Plan
 - Organizational Structure and Management
 - Risk Management Plan
 - Phase-In Plan
 - Staffing, Recruitment, Retention, and Compensation
 - Subcontractor Management
 - Key Personnel
- Work Management
 - Work Management System
 - IDIQ Management

Volume II: Relevant Experience/Past Performance (prime & major subs)

Volume III: Cost/Price

(3) All pages of the proposal shall be numbered and identified with the Offeror's name, RFP number, and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date.

(4) All pages of the proposal shall be marked with the legend "**SOURCE SELECTION INFORMATION – SEE FAR 3.104**" to meet the requirements for Procurement Integrity.

(c) Page Limitations. Page limitations for each proposal section are specified in NFS 1852.215-81, Proposal Page Limitations, included elsewhere in this Section L.7.

(d) **Electronic Copies of Proposal.** A copy of the proposal shall be prepared and submitted in "Word for Windows," version Microsoft Word 2010 and/or "Excel for Windows," version Microsoft Excel 2010 formats and shall be provided on quality, virus-scanned, virus-free CD-ROM disks. All electronic files must be searchable and will not contain scanned documents. PDF format is acceptable for graphics and photos only. Two disks shall be provided, one shall be marked "Backup Disk." Each electronic media provided and storage case shall have an external label affixed indicating: the name of the Offeror; the RFP number; and a list of the files contained on the electronic media and are marked in accordance with FAR 3.104.

(e) Address and forward the proposal package to:

NASA Glenn Research Center
Brian Huth, Contracting Officer
21000 Brookpark Road, MS 60-1
Cleveland, OH 44135

(f) Section-specific preparation instructions are provided below.

L.13 PREPARATION OF VOLUME I - MISSION SUITABILITY

Mission Suitability Proposal

The Offeror must clearly state how they will meet or exceed the requirements as they pertain to the Statement of Work (SOW) and other contractual requirements. Information must be precise, factual, detailed and complete.

The Offeror should 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 work. The evaluation will be based on the information presented in the written proposal. The description of the proposed approach should be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach.

The proposal must specifically address each listed evaluation subfactor. The Offeror must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks pursuant to NFS 1815.203-72, "Risk Management."

Subfactors are set forth in the index below.

INDEX OF MISSION SUITABILITY SUBFACTORS

SUBFACTORS	
1.	Technical Requirements
	A. Technical Approach
	B. Scenario Responses
2.	Management Plan
	A. Organizational Structure and Management
	B. Risk Management Plan
	C. Phase-In Plan
	D. Staffing, Recruitment, Retention, and Compensation
	E. Subcontractor Management
	F. Key Personnel
3.	Work Management
	A. Work Management system
	B. IDIQ Management

The following information includes lists that are provided to indicate the minimum content to be included in the proposal. The lists are not comprehensive.

1. Technical Requirements

A. Technical Approach

The Offeror shall document their Technical Approach for meeting or exceeding the technical requirements of the SOW and clearly demonstrate their understanding of the requirements. The Offeror's Technical Approach shall contain information specific to each of the performance areas in the SOW, Attachment J-1, and shall address all of the following:

1. Detailed discussion of approach, disciplines, skills, and techniques the Offeror plans to use in the performance of this work.
2. Discussions of any innovative processes, systems, and technology trends the Offeror would suggest for accomplishing and/or streamlining the tasks required in the SOW with supportive rationale. Responses should include cost savings, risk reduction and efficiencies with supportive reasoning.
3. A list of IT-related certifications, ratings, and/or accreditations (e.g., CMMI, ITIL).

B. Technical Scenarios

The Offeror shall provide responses to the following technical scenarios. Responses shall demonstrate the Offeror's ability to provide clear, reasonable, logical and technically appropriate approaches to address the stated scenarios. Responses to the scenarios are limited to 5 pages per scenario.

1. IT Security Scenario

A security incident occurs in a Government facility that employs 6,000 staff in many different lines of business including research, engineering and manufacturing. A user in a business workgroup that processes travel orders, credit card purchases and W2s downloads a new software game. The game is designed to be attractive to unsophisticated users and actually contains a new malware, called a zero day. This zero day migrates through user level permissions in customary network services. The user's antivirus doesn't recognize it and the system becomes infected.

How would you respond to this incident and how would you mitigate it?

How would the mitigation approach differ if part of this information is stored in a public cloud?

2. Application Development Scenario

Currently at GRC there are many existing applications and web sites written in a variety of languages. The primary web application development environment is ColdFusion with a back-end Oracle database. The government is in the process of evaluating improving the environment to better meet needs for application development and delivery. For this scenario, assume there is an existing application that was designed in ColdFusion and supports the operation of facilities and equipment in a lab at GRC. After a demonstration of the capability, a decision is made to modify the application for Agency-wide use. This activity will require modifying the database structure to allow for more facilities, locations, and approvals. The data entry and reporting options will also need to be

widened. Requirements are not fully defined, as NASA has 10 Centers, each with potentially different or conflicting needs.

Assumptions:

- a. The current contract resources are already fully utilized.
- b. The developer of the original application is now a senior developer on the task.
- c. A new development environment is available based on php.

Describe:

- a. How the development activity will be approached.
- b. What goes into the decisions made.
- c. The requirements gathering and conflict resolution approach.
- d. How the increased need for resources is handled during the development and on-going support.

3. Data Systems Scenario

Currently, thirty (30) out of fifty (50) test facilities are performing tests. NASA's plan is to upgrade at least twenty-five (25) facilities over the next ten (10) years to the next generation data system. The contractor has started the upgrade implementation in a large test facility, known as facility A, to the next generation low speed data system; as well as, upgrading the facility's copper/fiber media distribution systems. The next generation low speed data system utilizes the facility's media distribution systems.

Four months have been allocated in the facility schedule for the upgrades. The upgrade work is planned to take place during first shift. The facility has scheduled a customer test immediately following the upgrade. The new capabilities of the upgraded data system and media are required for the test.

One of the test facilities performing tests is the 10x10 Supersonic Wind Tunnel (SWT). This large facility is running on third shift. This facility has the existing legacy standardized data system in which the original equipment manufacturer, for the analog front end, is no longer in business. First shift facility personnel have contacted the test facilities support service contractor about specific analog channels that are no longer reading correctly. [The contractor has a population of spares for the legacy data system equipment that was previously provided by the Government]. Upon searching the spares inventory, it is discovered that spares are running low. Another facility, known as facility B – a medium facility, has also contacted the support service contractor about disk error messages on their legacy data system.

Describe the following:

- a. The facility service request process
- b. The facility servicing model
- c. The remedial maintenance process
- d. The logistics process (including the return of spare parts)
- e. The impact to the facilities and their customers.
- f. The communication flow with respect to the facilities and Government task management.
- g. As an additional item, address the impact if the upgrade schedule for facility A changed from four to three months.

2. Management Plan

A. Organizational Structure and Management

The Offeror shall provide a management plan that addresses the following:

1. The proposed organizational structure, including subcontractor and partners. Identify all positions considered "Key," by title, and map the positions to the organizational structure. All interfaces with NASA organizations must be clearly defined and delineated.
2. A detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. Include such elements as the span of control, degree of autonomy, and lines of communication.
3. The proposed processes for resolving both short-term and long-term issues for resources and functions within the contract.
4. Description of the relationships between technical management, business management, and subcontract management. Describe organizational structures, processes, and approaches for streamlining costs and addressing the OCIO goals and outlined in Section 1.1 of the SOW. Describe policies, procedures, and techniques for efficiently managing the proposed work. Describe how the Offeror will address the requirements outlined in Section 2 of the SOW.
5. A discussion of the autonomy of the Program Manager, stating the Program Manager's reasons and methods for accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontractor resources. Describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. Describe the Program Manager's support staff, delineating the span of control and duties of other personnel who have supervisory responsibilities. Describe the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel and facilities.
6. A discussion of the accessible resources, beyond those that would be necessary for day-to-day operations supporting GRC, which could be drawn upon for such situations as rapid staff build-up. Describe the procedure for getting access to these resources, category of resources, lead-time involved, and the corporate commitment to providing these resources.
7. Specifically identify and describe any entities, including major subcontractors, which may, over the course of the contract, have organizational conflicts of interest (OCI) with the performance of this contract. Where potential OCI instances have been identified and/ or described, submit your plan for mitigating its occurrence.

B. Risk Management Plan

The Offeror shall provide a risk management plan. At a minimum, the plan shall include:

1. Discussions that identify those areas the Offeror considers critical, or of high risk, to accomplish the objectives of the SOW, and the Offeror's proposed approach to minimizing risks and ensuring success.

2. Any risks identified in the existing SOW and the proposed approach to mitigate these risks throughout the performance of the contract.
3. A discussion of the Offeror's proposed risk management process and how it supports the Government by independently identifying risks.

C. Phase-In Plan

The Offeror shall submit a 60-day Phase-In plan. At a minimum, the plan shall include:

1. A clear demonstration of the Offeror's ability to assume full contract responsibility February 1, 2014 (anticipated). A discussion of the transition from the current work activities to the new work area structure, including the transition of management and personnel for all work phases in all areas, as required.
2. A discussion of the management of the phase-in team, schedule, staffing, and responsibilities of the phase-in team.
3. Describe in the phase-in plan the continuity of operations while the Work Management System tool is being implemented.
4. Identify if the phase-in plan assumes any dependency upon the incumbent contractor. Specify the extent of involvement of NASA personnel during this period.
5. A discussion of any training or orientation of personnel that will occur during phase-in.

D. Staffing, Recruitment, Retention and Compensation

The Offeror shall provide a comprehensive plan that is flexible, realistic, effective, efficient, and addresses risk and the local job market. The Offeror shall address the following areas:

1. Plans for recruiting employees, internal training, mentoring and career development policies and incentives. Submit information concerning other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
2. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
3. Process for rapidly providing qualified personnel on short notice to meet changing requirements of the contract.
4. Personnel cost savings strategy, recognizing the need to adjust the workforce skill mix to meet changing requirements.
5. Methods and procedures for acquiring highly specialized personnel for specific projects that may have a defined period of performance of less than one year.
6. A plan in accordance with NASA FAR Supplement 1852.231-71, Determination of Compensation Reasonableness, which sets forth salary ranges and fringe benefits proposed for employees (Prime and all Subcontractors).

E. Subcontractor Management

The Offeror shall describe its subcontracting approach to accomplish the services under this contract:

1. Describe the Offeror's planned use of subcontracting agreements and the agreement types. For any subcontracting agreements, the Offeror shall detail the functional

areas in the SOW and functional split of responsibilities including the potential percentages of work to be performed. The Offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

2. Describe the procedure for the selection of the subcontractor(s), the nature and extent of the work to be performed by the subcontractor(s), and methods of management and reporting to GRC of subcontractors' financial and technical plans and performance.

F. Key Personnel

The Offeror shall identify key positions as indicated on the organization chart. Additionally, provide the minimum qualifications for those positions, descriptions of the positions, and the rationale for selecting proposed individuals. In addition, the Offeror shall describe its ability to provide backup for all key personnel.

The Offeror shall provide no more than a two-page resume for each individual selected to occupy a key position as designated by the organization chart. Resumes shall include education, summary of total experience, summary of experience in similar work (including similar types of government contracts), and other applicable experience. The Offeror shall provide letters of commitment for key personnel. These letters of commitment and resumes will not count against the page limit for this section.

3. Work Management

A. Work Management System (WMS)

The Offeror shall provide a description and overview of the proposed WMS that will be used for managing PACE IV core work and IDIQs. To support the description, use appropriate graphics, such as screen shots, process flow diagrams, and sample reports. The WMS shall be hosted online, certified that the online demonstration version shall remain unaltered and available to the Government from the date of proposal submission until six months after contract award date. The offeror shall list a point of contact should there be any issues accessing the WMS.

At a minimum, the demonstration version of the software, to be run in the offeror's test environment, shall demonstrate the ability to meet the Government's requirements and the ability to be made operational within the phase-in period. If any of the requirements cannot be met, the offeror shall disclose the reason(s) within its proposal response.

At a minimum, the offeror shall also include the following:

1. Explain the role of the tool in delivering/receiving work/IDIQ Statements of Work. Describe how work/IDIQ estimates and approaches will be delivered to the NASA customers. Describe how estimates will be approved or rejected. Describe the process of how this tool will amend the work areas and IDIQ tasks.
2. Include information on tracking applied funding, costs and funding balances and how this will be associated with the work/IDIQs.
3. Describe the search capability of the WMS.
4. Describe how the WMS will support contract reporting (e.g. 533 Reporting).
5. Describe the implementation of electronic approval authority. Describe the access control and security of the WMS.

6. Describe the life-cycle cost of the WMS for use in this contract.
7. Identify any similar Government contracts where the WMS has been utilized.
8. Describe the level of customization required to meet NASA's requirements.
9. Describe, in the phase-in plan, the continuity of operations while the WMS is being implemented.
10. The Government shall provide initial download of the data in a comma delimited file. Describe how initial population of the database will be accomplished. Describe the process for potential enhancements and/or changes.
11. If any of the requirements cannot be met, the contractor shall disclose those in its proposal response.
12. Signed Certification, availability of the online demonstration version, URL/Web site, and any passwords required. This shall also include a statement that no monitoring of the site will be done and that the site shall remain unaltered beginning at the proposal due date until six months after contract award.

B. IDIQ Management

The Offeror shall describe their approach for procuring and delivering services, equipment, materials, IT hardware and license renewals and media in accordance with the SOW. At a minimum, the discussions shall include:

1. Describe approach to vendor relationship management and specific agreements currently established.
2. Describe innovative approach for cost containment and best value to the Government.
3. Describe estimated timeframe and steps in the process to initiate and complete orders.

L.14 VOLUME II: RELEVANT EXPERIENCE/PAST PERFORMANCE INSTRUCTIONS

The Offeror's Past Performance Volume shall consist of three distinct sections, two of which the Offeror shall provide and the last of which the Government will obtain. The three sections are detailed as follows:

A. Past Performance Narrative (PPN):

The Offeror shall submit the information set forth below for the prime Offeror and any major subcontractor, as well as any contractor or subcontractor providing IT Security services. A major subcontractor is defined as entities performing services totaling 10 percent or more of the contract effort per year in terms of direct work years.

The Offeror shall provide past experience and performance information for past or current contracts that are relevant in terms of size, content and complexity. The Offeror shall only include contracts held within the past three years of the solicitation issue date. The Offeror shall submit past experience and performance information for major subcontractors in accordance with the above.

The Offeror shall include only those contracts under which work was performed by an organizational entity or entities (e.g., specific Division or Subsidiary of a parent company) included in the Offeror's proposal. Offerors and major subcontractors shall address the items in the following section to the fullest extent possible. Submissions for Experience and Past Performance shall not exceed 20 pages.

Offerors shall utilize the numbering system/format below when submitting past experience and performance information.

#	Required Information
PPN. 1	Customer: Provide the Government or Corporate customer's name and postal mailing address.
PPN. 2	Offeror's Team Members Involved: Identify other team members involved in the contract, noting which members are part of the Offeror's team for this procurement. Describe each team member's role and percentage of the contract effort.
PPN. 3	Contract ID: Provide the contract number or other identifying information.
PPN. 4	Contract Type: Provide the type of contract (e.g., cost, fixed-price, etc.).
PPN. 5	Method of Acquisition: Provide the method of acquisition (e.g., competitive, non-competitive, etc.).
PPN. 6	Total Contract Value: Provide the total contract value
PPN. 7	Contract Dates: Provide the start and end dates of the contract
PPN. 8	Location(s): List all locations (city and state) where contract work was performed.
PPN. 9	Total Contract Workforce Size: Provide the total number of Work Year Equivalents assigned to the contract.
PPN. 10	Description of Task Order administration: For contracts with Task Orders, identify the average number of active task orders and how they are simultaneously administered.
PPN. 11	Description of Contract Scope: Provide a summary of the scope of contract services.
PPN. 12	Certifications: Summarize any related certifications obtained.
PPN.13	Performance Evaluation and Rating History: Provide information about performance evaluations ratings (including award fee ratings) received over the history of the contract and timeliness. Include information about contract successes, and about improvements made by the Offeror's team which resulted in a benefit to the customer.
PPN. 14	Contract Terminations: If the contract was terminated for any reason, provide the basis for termination and an explanation of the termination circumstances. Include contracts that were de-scoped by the customer because of cost or performance problems. If none, indicate N/A.
PPN. 15	Customer Technical Point of Contact: Provide the name, telephone number and business e-mail address of the customer's lead technical point of contact. Please verify contact information.
PPN. 16	Customer Contractual Point of Contact: Provide the name, telephone number and business e-mail address of the customer's lead contractual (e.g., Contracting Officer) point of contact. Please verify contact information.

B. Past Performance Questionnaires

The Offeror shall send three Past Performance Questionnaires (Attachment J-3) per entity on the Offeror's proposing team (Prime and all major subcontractors – major is defined as subcontractors who will perform more than 10 percent or more of the contract effort per year in terms of direct work years.) However, all contractors providing IT Security services are considered major subcontractors.

Point of contact persons shall be instructed to complete and forward the questionnaire directly to the Government at david.s.eccleston@nasa.gov by 12:00 p.m. EST June 28, 2013. The Offeror is responsible for ensuring that three complete questionnaires are submitted for the prime Offeror and each major subcontractor for which Past Performance exists.

Returned questionnaires will not be counted against the Offeror's Past Performance Volume page limitations.

C. Past Performance Databases

The Government will collect and review additional past performance information from Government past performance databases, as well as other sources of information available to the Government, for the Offeror and major subcontractor(s).

L.15 VOLUME III: COST/PRICE VOLUME INSTRUCTIONS

There is no page limit for the cost volume. It is intended that a single contract will be awarded as a result of this RFP. For pricing purposes, the Offeror shall use the period of performance from February 1, 2014 to January 31, 2019, with a six-month extension as required.

§ B.2	GFY	Contract Year	Period
Phase-In			60 days Prior to Award (Firm Fixed Price)
Base	GFY 1	Year 1 (CY 1)	February 1, 2014 – September 30, 2014
Base	GFY 2	Year 2 (CY 2)	October 1, 2014 – September 30, 2015
Option 1	GFY3	Year 3 (CY 3)	October 1, 2015 – September 30, 2016
Option 1	GFY4	Year 4 (CY 4)	October 1, 2016 – September 30, 2017
Option 2	GFY5	Year 5 (CY 5)	October 1, 2017 – September 30, 2018
Option 2	GFY6	Year 6 (CY 6)	October 1, 2018 – January 31, 2019
Extension	GFY6	Year 6 (CY6)	February 1, 2019 – July 31, 2019

Table – Contract Period of Performance

1. Introduction

- a. The intention of this solicitation is to obtain the work described herein by means of a Cost Plus Fixed-Fee (CPFF) contract. The contract shall be a base CPFF effort consisting of three Core Work Areas with an Indefinite Quantity Task Order element. The Phase In period will be awarded under a separate Firm Fixed-Price (FFP) purchase order.
- b. The contract will be for a 20-month basic effort, one 24-month option, one 16-month option and one 6-month extension. Each of the Core Work Areas shall be priced by each of the Government Fiscal Years (GFY) and an optional 6 month extension. (See Table – Contract Period of Performance)
- c. The Government will pay actual costs incurred as specified in the contract. The contemplated resultant contract shall be written in a manner that is consistent with the Offeror’s normal, disclosed, and/or approved estimating and accounting practices.
- d. Prospective subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals.
- e. The Government assumes that adequate price competition may exist, thereby negating the need for submission of certified cost and pricing data with this proposal submission. (See FAR 15.403-1). It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness.
- f. Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (See FAR 15.403-3 and 52.215-20). Additional cost information will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror’s proposed approach and there are concerns that the contractor may default; and/or if only one proposal is received in response to the solicitation (See FAR 15.403-1(c)). Offerors will be advised if additional data is needed (See FAR 15.403-3).

- g. The cost proposal will encompass all costs associated with the requirements of the contemplated contract and will comply with applicable FAR, NFS, and governing statutory requirements.
- h. As a Cost-Reimbursement type contract, the contract is subject to the allowable, reasonable, and allocable cost standards established in FAR Part 31. Because equitable and appropriated cost allocation is required, it is anticipated that the Offeror and subcontractors will estimate and price their proposals using their respective estimating, pricing, and accounting practices, and in accordance with their Cost Accounting Standards Disclosure Statement, if applicable. Rationale shall be provided for noncompliance variances in Part 1, Section 3.
- i. An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. While these proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by their cognizant Defense Contract Audit Agency offices. Comprehensive audits of the Offeror and any of the subcontractor's proposals may occur should there be adequate reasons for undertaking the effort to ensure a fair and reasonable price to the Government. The decision to perform comprehensive audits will be made on a case-by-case basis upon receipt of the proposals.
- j. For cost proposal instruction purposes only, major subcontractors are defined as those subcontractors with \$5 million or more in total work in the core work areas.
- k. In addition to hard copies, a copy of the proposal shall be prepared and submitted in "Word for Windows," version Microsoft Word 2010 and/or "Excel for Windows," version Microsoft Excel 2010 formats and shall be provided on quality, virus-scanned, virus-free CD-ROM disks. All electronic files must be searchable and will not contain scanned documents. PDF format is acceptable for graphics and photos only. Two disks shall be provided, one shall be marked "Backup Disk." Each electronic media provided and storage case shall have an external label affixed indicating: the name of the Offeror; the RFP number; and a list of the files contained on the electronic media and are marked in accordance with FAR 3.104.
- l. Should there be discrepancies between an Offeror's electronic and hardcopy version of their cost proposal data, the hard copy version takes precedence over all electronic versions of the proposal. Further, should there be discrepancies between the Offeror's Pricing Model (OPM) and the Offeror's Excel Pricing Model (EPM) data, the EPM takes precedence, should there be discrepancies between the EPM and §B.3 prices, §B.3 takes precedence. Any discrepancies between the OPM and EPM prices or EPM prices and §B.3 prices shall be clearly explained in Part 1, Section 3 of the Cost Volume. §B.3 hardcopy prices shall be interpreted as the intended price for all contract efforts.
- m. Pursuant to FAR 16.301-3(a)(3), an Offeror may be awarded a cost-reimbursement type contract only if the Offeror's "accounting system is adequate for determining costs applicable to the contract." This also applies to any subcontractor that is proposed to receive a cost-reimbursement type contract. Therefore, Offeror's and their proposed subcontractors must submit documents from the cognizant Government agency showing their accounting system is approved for tracking and separating costs for cost-reimbursement contracts. If the Offeror cannot demonstrate they have an adequate

government approved accounting system before award, the contract cannot be awarded to the Offeror.

- n. Offerors who do not have an approved accounting system pursuant to FAR 16.301-3(a)3 may, based on their sole discretion, employ at no cost to the government a Certified Public Accountant (CPA) who is in good standing, who shall prepare and execute an audit program designed for the evaluation of the Offeror's accounting system pursuant to FAR 52.232-20 and 21, and FAR 52.216-16, Generally Accepted Accounting Principles and the requirements identified on Standard Form 1408. A copy of the audit program, engagement letter, final review and executed SF 1408 signed in block 3 by the auditor shall be provided with the Cost Volume in Part 1, Section 3. The information will be reviewed by the Contracting Officer for a determination of acceptability of the Offeror's accounting system applicable to this contract only.

2. General Instructions

- a. For pricing purposes, the Offeror shall use the start date of February 1, 2014. The provided cost templates are designed to accommodate a performance period of up to six GFYs.
- b. All contract years' effort for the base, options, task orders and the 6-month extension shall be priced using the provided EPM.
- c. Offerors and major subcontractors are required to submit one hard copy and one electronic copy of the cost proposal directly to the Government audit office identified in the cover page of the cost proposal concurrent with submittal of the proposal to NASA.
- d. The Offeror and all major subcontractors shall provide Cost Volumes containing BOEs following the specified format herein directed.
- e. The Government has provided Cost templates for completion by the Offeror and major subcontractors in Microsoft Excel format. Offerors shall submit the templates in Microsoft Excel format and shall not submit scanned versions in the electronic submittal unless specifically allowed herein.
- f. The Cost volume for the Offeror and major subcontractors shall consist of four separate Parts, with each Part consisting of various Sections. Each Part and Section shall be clearly tabbed and labeled. Table L-1 outlines the structure of the four Parts and their respective Sections.

Cost Volume – Part 1. General Cost Information
Section 1 – Cover Page and Table of Contents
Section 2 – Price Summary (EPM Template)
Section 3 – Pricing Narrative Basis of Estimate and Supporting Data (PN-BOE)
Section 4 – Financial Accounting Standards (FAS) 13 Analysis
Section 5 – Copies of Subcontractor Analysis
Section 6 – Systems Reviews and Status Information
Section 7 – Proposed Prime Offeror/Subcontractor Information Summary
Cost Volume – Part 2: Excel Pricing Model (EPM)
Section 8 – Workbooks
1. Phase – In (offeror-provided Excel spreadsheet)
2. Price Template (for each of the three Core Work Areas, for the basic and 2 option efforts by contract year)
3. IDIQ Price Template
4. IDIQ Rates Template
5. CAOT
Cost Volume – Part 3: Offeror Pricing Model (Separate Binder)
Section 9 – Offeror Pricing Model (OPM)
Cost Volume – Part 4: Contractor Basis of Estimate (Separate Binder)
Section 10 – Contractor Basis of Estimate (BOE)

Table L-1

- g. The cost volume shall include a table of contents for ready reference to key parts, figures, and illustrations. For convenience, the cost volume may be divided into separate binders, provided they are properly identified as such, e.g., “Volume III, Part I,” and must adhere to all other proposal format and page limitations instructions given herein. Cost Volume, Part 3 and Part 4 shall be in separate binders for ease of use during proposal evaluation. For Part 2, each of the EPM workbooks shall be clearly tabbed.
- h. All dollar amounts provided shall be rounded to the nearest dollar. All labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx%.
- i. A Work Year Equivalent (WYE) is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. Productive labor hours are defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, sick, holiday, etc.).
- j. For proposal and estimating purposes, the Government will provide all required facility, telecommunications, office equipment and ACES seats for contractor personnel that the Offeror chooses to be located at NASA Glenn Research Center, Cleveland, OH.
- k. In addition to the price information provided for in the Base period, and Option periods for the three Core Work Areas the prime Offeror (subcontractors shall not provide this information) shall provide pricing for the IDIQ undefined portion of the contract effort. For each Labor Category identified in Attachment J-8, IDIQ-Possible Tab, the WYEs shown by CY shall be priced using the hourly rates, labor burdens and fee as shown on

RFP Attachment J-9, IDIQ Pricing. The IDIQ-Possible Tab WYEs represent the inclusive projected number of WYE's forecasted for this effort. The IDIQ Probable Tab represents the most likely IDIQ WYE's and are included in the IDIQ-Possible WYE forecasted numbers. Offerors shall use the IDIQ Price Template to price the IDIQ undefined portion of the contract effort. It is not anticipated the total pricing for the IDIQ undefined portion will equal or exceed the maximum IDIQ contract value. Offerors shall use the applicable tabs in the EPM Price Template for this portion of their cost volume, providing the six contract years (IDIQ Price Template) prices in Part 2 of the cost volume.

- l. Offerors shall assume the government will award up to the 50.00% Maximum Value of the IDIQ effort when forecasting their business base for the development of labor, non-labor and burden rates for this effort.
- m. Offerors and Major Subcontractors shall submit an Excel Pricing Model, Price Template CA1, Price Template CA2, Price Template CA3, for each CY. Offerors and Major Subcontractors shall submit a single Summary Template wherein the "Price Template CA#" s costs are summarized.

3. Specific Instructions

Cost Volume – Part 1. General Cost Information

Section 1, Cover Page – The Offeror and subcontractors; in addition to a Table of Contents, shall provide the following information on the cover page of the cost proposal:

- a. Solicitation number
- b. Name, address, and telephone number of Offeror
- c. CAGE Code
- d. Name, title and telephone number of Offeror's point of contact
- e. Type of contract, place(s) and period(s) of performance
- f. The total proposed amount, stated in Cost, Fee and Total
- g. Name, address, telephone and fax number of the Government cognizant contract audit office
- h. Name, address, telephone and fax number of the Government cognizant contract administration office
- i. Name and title of authorized representative of the company, and date of submission.

Section 2, Summary Cost Data – The Offeror shall provide a total price summary by CY year for the Phase-In, base effort, and all Options. The Price Summary template, part of the Excel Pricing Model shall be provided by the Offeror and each Major Subcontractor.

Section 3, Pricing Narrative Basis of Estimate and Supporting Data – The Offeror and all Major Subcontractors shall provide a Pricing Narrative-Basis of Estimate (PN-BOE) for all proposed cost elements that explains in detail all pricing and estimating techniques, discloses the basis of all projections including a detailed explanation of learning curve application, rates, ratios, percentages, and cost estimating relationship factors, and explains all judgmental elements of cost projections. At a minimum, this includes the following:

- a. The Offerors are required to propose realistic direct labor and labor escalation rates. Offerors shall provide adequate documentation in support of all proposed direct labor rates. Wage/salary increases shall be in compliance with any applicable union agreements, collective bargaining agreement, wage determination, etc. Offerors shall provide the latest three years of historical labor escalation for similar projects, if available. Include the rationale and methodology used for the annual escalation rate development – including escalation assumptions, sources of projections, how these rates are reflective of your prior company experience, and how they relate to your total compensation package.
- b. Offerors are required to propose realistic WYE staffing. Offerors shall provide adequate documentation in support of all proposed direct labor WYE, productive labor hours and learning curve application for recurring labor.
- c. Offerors are required to include in the cost narrative a discussion of the planned usage of incumbent versus new personnel for the base effort and justification for the proposed labor rates.
- d. Offerors are required to include their rationale for the skill levels of the proposed staff for the base effort.
- e. If Offerors propose the use of uncompensated overtime, identify hours of uncompensated overtime proposed by the Offeror's labor category by CLIN and provide a summary of the total hours of uncompensated overtime by labor category and provide adequate narrative support in the PN-BOE.
- f. Offerors will utilize established Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Proposal (FPRP) in development of this cost proposal. For all FPRA and FPRP utilized in an Offeror's cost proposal, the Offeror is to provide a statement identifying the agreement by report number, date issued, and the issuing agency's office and phone number. A copy of the FPRA and/or FPRP is to be included (this document may be a scanned PDF file). Should an Offeror deviate from the published FPRA or FPRP, a written explanation and justification shall be included in the supporting information, stating the rationale and methodology used for the varying rate development and indicating a clear description of the projected rate. Offerors utilizing a FPRA for indirect rates shall not complete and submit an "Overhead Template (OHT)" for each FPRA proposed indirect rate, and a "General and Administrative Template (GAT)" for all of their FPRA G&A rate(s).
- g. Offerors that do not have established FPRA/FPRP are required to provide a narrative rationale explaining all proposed indirect rates, any assumptions, and basis of applications, as part of this section. Additionally, Offerors shall complete and submit an "Overhead Template (OHT)" for each proposed indirect rate, and a "General and Administrative Template (GAT)" for all of their G&A rate(s). The OHT and GAT templates can be found in the EPM, and shall be submitted with the EPM.
- h. The Offeror is required to propose realistic material and other direct costs. The Offeror shall provide adequate documentation in support of all proposed direct non-labor costs items.
- i. Government Provided Property:

1. NASA policy regarding providing Government-furnished property is reflected in Federal Acquisition Regulation Part 45. With certain exceptions, it is Government policy that contractors will furnish all property required for the performance of Government contracts. However, there are circumstances where it may be essential to contractor performance or otherwise advantageous to NASA to provide Government property to a contractor. If Government-furnished property is proposed for the performance of the effort, the Offeror shall identify and justify such property, including the needed time period of its use.
 2. If the Offeror proposes to use Government production or research property on a no-charge, noninterference basis in performance of this contract, the Offeror will furnish with their proposal an authorization from the contracting officer having cognizance of such property. The Government will evaluate the inclusion of any proposed Government property and make cost proposal adjustments, where necessary, to eliminate the competitive advantage that might accrue to a contractor from the use of Government property.
 3. For Government Furnished property currently being used under the existing PACE III contract, Offerors shall discuss how they have priced the cost of transferring the property from its current location to the Offeror's facilities for use during this effort or completion of in process work.
- j. The Offeror shall provide a description of proposed fee structure. If a fee sharing pool arrangement is proposed, include a discussion of the arrangement and the distribution of fee earned. Offerors and Subcontractors fees shall be proposed at the maximum potential fixed fee amount.

Section 4, Financial Accounting Standard (FAS) 13 Analysis – Financial Capability

1. Prime Offerors and all Major Subcontractors shall perform and submit a FAS 13 analysis, as required by FAR 31.205-11 and FAR 31.205-36, in determining the classification of a lease as operating or capital. This applies only to proposed facilities and capital equipment. The Offeror shall also, whether it considers the lease to be operating or capital, submit the rationale therefore, with sufficient substantiation to enable the Government to conclude that the Offeror's categorization and proposed cost of the lease is correct. The Offeror should explain where these costs are included in the cost proposal elements. A negative statement shall be placed in Section 4 should an Offeror not propose facilities or capital equipment.
2. Pursuant to FAR 9.104-1(a) Offerors and all Major Subcontractors shall submit information which demonstrates their financial capability to perform the contract. Acceptable information includes letters from certified United States banks indicating the total line of credit and the available balance at the time of proposal submission for the business or the company's annual report. If a teaming arrangement, joint venture, or other business combination is contemplated, disclose each participant's responsibility for financial management of the venture, funding requirements, limitation of liabilities, and any other information which describes the financial arrangement.

Section 5, Copies of Subcontractor Analysis – The Offeror and all Major Subcontractors shall perform and submit a copy of a cost and / or price analysis of their subcontractors as required by FAR 15.404-3(b). The proposal shall provide details and a discussion on all adjustments made to the subcontractor’s cost proposal, including any adjustments based on technical findings, rate adjustments, and fee adjustments. The proposal shall provide a discussion on the use, or non-use of any adjustments based on Offeror history with the subcontractor.

Section 6, Systems Reviews and Status Information

- a. Offerors and their major subcontractors are to provide for their companies: (1) the current status of, (2) date of last review, and (3) name, address, and phone number of the governmental agency who performed the review for the systems listed below, and (4) the audit report number. If the review has not been performed or is not required, Offerors are required to provide a negative response. In addition to any narrative provided, the following Table shall be used to provide the required information. The following table may be resized or modified by the Offeror but the information provided shall adhere to the basic format contained in the following table:

System	Status	Date of Last Review	Review Office	Report #
Contractor Estimating System Review (CESR)				
Contractor Purchasing System Review (CPR)				
Contractor Billing System Review				
Contractor Accounting System Review				
Contractor Disclosure Statement Accuracy				
Contractor Executive Compensation Review				
Determination of Cost Accounting Standards (CAS) Applicability				
Level of CAS applicability				

Table: Section 6 Systems Status

Section 7, Proposed Prime Offeror/Subcontractor Information Summary – The Offerors and all Major Subcontractors shall complete and submit Table L-2, shown below:

Offerors are to fill-in the italic areas in column two with the required information

Prime Offeror/Major Subcontractor	<i>Identify name of the Prime Offeror or Major Subcontractor</i>
Title:	<i>The title of the effort you have subcontracted or the program name subcontracted</i>
Description:	<i>A brief non-technical description of the work, including identification of the program, project and period of performance.</i>
Program:	<i>PACE IV</i>
Project:	<i>PACE IV</i>
Period of Performance:	<i>The length from start date, mm/dd/yyyy to completion date of the contacted effort.</i>
Type of Action:	<i>Identify New Contract, Contract Modification, Exercise of Option, Exercise new task or delivery order, or other. If other state the nature of the type of action.</i>
Contract Type:	<i>Identify the contract type, CPFF, CPAF, FFP, T&M, CPFF, FPIF, etc.</i>
Company:	<i>The name of the Prime Offeror or Subcontractor filing this form.</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX. The 9 digit Zip code is a Mandatory Requirement.</i>
Estimated Price with Options	<i>Dollar amount rounded to the nearest \$1,000</i>
Subcontractors: (\$>1M)	<i>List all Subcontractors to the offeror filing this form and their business size status for each subcontract worth \$1 million or more for the total contract performance.</i>
Socioeconomic Business Subcontracting Goals:	<i>All socioeconomic business goals subcontracting goals both in dollars and percentage of the total value of the contract (including all options)</i>

Table L-2

Cost Volume, Part 2 - Excel Pricing Model (EPM)

- a. To ensure a consistent evaluation among Offerors, NASA is providing seven (7) Microsoft Excel® files/workbooks designed to capture proposed cost information in an automated and standardized format. The seven Microsoft Excel® workbooks are shown in Table L-3 below.

Excel Pricing Model (EPM)			
#	Workbook	Excel File Name	Hardcopy RFP Location
1	Price Summary	Price Summary.xlsx	L.1
2	Price Template CA1	Price Template CA1.xlsx	J-5
3	Price Template CA2	Price Template CA2.xlsx	J-6
4	Price Template CA3	Price Template CA3.xlsx	J-7
5	IDIQ Price Template	IDIQ Price Template.xlsx	L.5
6	IDIQ Rates	IDIQ Rates.xlsx	J-9
7	CAOT	CAOT.xlsx	J-10

Table L-3

- b. Prime Offerors shall provide all of the Table L-3 templates with their proposal. The

Major Subcontractors shall provide all of the Table L-3 templates except the IDIQ Rates and IDIQ Price Templates. The amounts proposed in the Major Subcontractors' Price Summary Template should equal the Prime Offeror's amount proposed for the Major Subcontractor.

- c. The Price Summary Template summarizes the combined price by CY for the Price Template(s) CA1, CA2 and CA3. It also includes a line for the Phase-In price.
- c. Workbook names included in an Offeror's EPM shall begin with the company name's first three letters followed by a hyphen and the workbooks file name. Below is an example of how company "ABC" would name their Cost Volume workbooks:

Example: "ABC- Primary Pump.xls"

- d. The Offeror shall use the cost template acronyms, shown below in Table L-4.

Template Acronyms
Cost Workbook(s)
CST - Cost Summary Template
CA-SOW – Core Area Statement of Work
LPT - Labor Pricing Template
ILCT – Indirect Labor Cost Template
ICT – Indirect Cost Template
PST - Project Summary Template
Support Data Workbook(s)
ILRT – Indirect Labor Rate Template
IRT - Indirect Rate Template
STRT - Summary Technical Resources Template, Subcontractor WYE
SCT - Subcontractor Cost Template
TCT - Travel Cost Template
MCT – Material Cost Template
ODCT – Other Direct Cost Template
OHT - Overhead Template
GAT - General and Administrative Template
PHCT-T - Productive Hours Conversion Template – Team
CAOT - Cognizant Audit Office Template

Table L-4

- e. The EPM shall be integrated to facilitate changes to source data such as direct labor hours and / or rates, overhead and G&A rates, etc., and be sophisticated enough to compute the total impact of various changes to both cost and price. For example; the model must be able to compute the cost and price impact of increasing/decreasing the number of WYEs, or increasing/decreasing the overhead rate(s).
- f. All formulas used in the EPM shall be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The EPM

shall not contain any macros and/or hidden cells. Additionally, the EPM shall not be locked / protected and / or secured by passwords.

- g. Selected templates may have formulas pre-populated by the Government as a courtesy. Offerors are responsible for ensuring the accuracy of these formulas and editing/correcting them as necessary.
- h. Offerors can modify the EPM by adding columns and rows to fit their proposal information as necessary. The EPM contains several self-calculating formulas that will summarize totals. Offerors should pay attention to the notes on each worksheet/tab regarding the instructions relating to formulas already provided by the Government. In general, yellow areas require Offeror input while grey areas either contain a Government provided formula or require a formula to be added by the Offeror. In selective templates, example entries are provided and identified in red. These example entries shall be removed prior to the use of a template. Subcontractor fees are to be stated as negotiated with the prime contractor.
- i. Offerors shall price the Core Work Areas down to the appropriate subtask area identified in Attachment J-11, 12 or 13.
- j. Workbooks specific instructions are as follows:
 - 1. Cost Summary Template (CST): is designed to summarize the total price (profit included) for a Core Work Area effort.
 - 2. Core Area SOW (CA SOW) is designed to calculate costs by subtask as identified in the appropriate Core Work Areas identified in Attachment J- 11, 12 or 13. Offerors shall price the Core Work Areas down to the appropriate subtask area identified in Attachment J-11, 12 or 13.
 - 3. Labor Pricing Template (LPT):
 - i. Is designed to calculate labor costs by multiplying the Offeror's labor rate by the hours for the proposed labor categories. Labor hours and direct labor costs shall equal the CST labor hours and direct labor costs. Productive Labor hours are as identified in the PHCT-T tab. One WYE shall equal one productive hour category per contract year.
 - ii. Offerors shall use the "position" descriptions in RFP Section J, Attachment J-14 cross walked to their labor descriptions.
 - 4. Indirect Labor Cost Template (ILCT): is designed to calculate the indirect labor costs associated with the Offeror's direct labor costs by GFY. GFY Indirect rates are taken from the ILRT template. The ILCT costs shall equal the CST Indirect Labor Fringe and Overhead costs.
 - 5. Indirect Labor Rate Template (ILRT): is designed to calculate the weighted indirect labor rates for the CY based on a distribution of the Offeror's fiscal year. The ILRT rates are used on the ILCT to calculate the indirect labor costs.
 - 6. Indirect Cost Template (ICT): is designed to calculate the indirect costs associate with the non-labor recourses direct costs. The ICT indirect costs are summarized on

the CST template. The ICT costs shall equal the CST Indirect Labor G&A, COM and other indirect costs.

7. Indirect Rate Template (IRT): is designed to calculate the weighted indirect non labor rates for the GFY based on a distribution of the Offeror's fiscal year. The IRT rates are used on the ICT, template to calculate the indirect non labor costs.
8. Summary Technical Resources Template (STRT): summarizes a prime Offeror's subcontractor WYE by CY. The staffing WYE should be proposed on a WYE not productive labor hours or costs.
9. Subcontractor Cost Template (SCT): identifies the major and minor subcontractor proposed costs by CY. Miscellaneous sub-contractors, inclusive contract costs less than \$2 million per subcontractor, may be summarized as a single line. Subcontractor cost shall be the same amount as shown on the CST template.
10. Travel Cost Template (TCT): identifies the Offeror's travel costs by CY. The total amount shall be the same as the amount shown on the CST template.
11. Material Cost Template (MCT): material costs shall be identified by vendor, by GFY. The total amount shown on this template shall equal the amount proposed in the CST. Material costs shall be the same amount as shown on the CST template.
12. Other Direct Cost Template (ODCT): other direct costs are identified by vendor and GFY. The total amount shown on this template shall equal the amount proposed in the cost summary workbook. OD costs shall be the same amount as shown on the CST template.
13. Overhead Template (OHT): discloses the Offeror's overhead rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to GFY rates. The GFY OH rates shall be the same as the ILRT template indirect rates used to calculate the Overhead costs.
14. General and Administrative (GAT): discloses the Offeror's G&A rate development and discreet elements by the Offeror's fiscal year and prior three years actuals. The fiscal year rates are converted to GFY rates. The GFY GAT rates shall be the same as the IRT template indirect rates used to calculate the G&A costs
15. Productive Hours Conversion Template (PHCT-T): discloses the Offeror's and subcontractor's productive labor hours by Contract year for each labor category.
16. IDIQ Rates Template: Attachment J-9 is the fully burdened labor rates for bidding on IDIQ Delivery orders. It becomes a permanent part of the contract. Tab ADDL DO LABOR RATES DEVELOPMENT is the supporting work sheet for the Attachment J-9 rates.
17. Cognizant Audit Office Template (CAOT): This template is designed to capture relevant information concerning (1) the specific location (address or addresses for prime and proposed major subcontractors and minor subcontractors as appropriate) where auditable cost information physically resides that supports amounts proposed; (2) the person or persons (name, address, phone number, and e-mail

address) who can be contacted by DCAA to provide audit information for the prime Offeror, (3) the person or persons (name, address, phone number, and e-mail address) who can be contacted by DCAA to provide audit information for companies, partners (in a teaming, joint venture or partnership situation) or proposed major subcontractor(s); and (4) the name and address of the cognizant DCAA field audit office to which electronic and hardcopy proposals were sent. The name, location and contact information for the DCMA PACO or ACO.

- i. Phase-In prices shall include all costs associated with the planning for the transition and transfer of existing work, property and Offeror unique contract initiation costs incurred prior to contract execution.

Cost Volume Part 3 – Offeror’s Pricing Model (OPM)

1. The Offeror’s Pricing Model (OPM) shall be time-phased by Contract year, and separated by CLIN/TO. Additionally, it should follow the format specified in Table 15-2 of FAR 15.408.
2. The OPM shall be true self-calculating spreadsheet files that allow for easy cost adjustments arising from changes in types, quantities, rates, factors, etc. The submission of scanned documents inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited. All documents in an OPM shall be searchable and capable of being manipulated. These instructions, including the requirements for detailed cost and substantiation information are equally applicable to the Prime Offeror and all Major Subcontractors.

Cost Volume – Part 4 Contractor Basis of Estimate (BOE)

The Offeror and proposed major subcontractors shall submit a separate BOE part in the cost volume. The purpose of this part is to give the Government insight into the thought processes and methodologies used by the Offeror in estimating the labor skill mix by labor hours, other direct costs, etc., required for successful performance on this contract for the cost estimates. Emphasis should be placed on a description of the processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The BOE part shall be at the same CLIN/TO level as the cost proposal. The Offeror shall include a matrix allowing traceability to the Mission Suitability Volume and other pertinent parts of this Cost Volume. The information provided under this part will be used to assess the reasonableness and realism of the Offeror’s estimate and will be utilized in developing the Government’s most probable cost rationale.

A BOE shall address elements as follows:

- a) Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.
- b) Complexity factors utilized - all factors must be defined; explain the rationale for their use and basis of the factor.

- c) Use of any other cost-estimating relationships to include learning curve analysis; explain the rationale for their use and basis of the factor.
- d) How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s).
- e) Data to support cost volume labor rates, labor hours by skill, travel requirements, and other direct costs. The BOE should explain the genesis of the labor categories including the rationale for the entire skill mix and evolved skill mix.
- f) Data to support materials costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.
- g) Data to support subcontractor costs and the methodology utilized to estimate the types and quantities for these items as they relate to the Cost Volume. Explain the use of decrements to vendor quotes based on historical experiences or other rationale.
- h) Provide a list of subcontractors and an award schedule showing when the subcontract will be awarded and the start or arrival date of the subcontract effort.
- i) For software explain the rationale for and estimates used for new, modified, re-used and programmer productivity.

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE
NUMBER DATE TITLE

52.217-5 JUL 1990 EVALUATION OF OPTIONS

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

CLAUSE
NUMBER DATE TITLE

None included by reference.

M.2 EVALUATION APPROACH

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

- (1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization).
- (2) The Government may award a contract based on the initial offers received, without discussion of such offers. Accordingly, each Offeror should submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.
- (3) Proposals will utilize as general guidance FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors should recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon an evaluation of initially submitted information. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest.
- (4) At the conclusion of competitive range discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. Contractor selection will be made in accordance with the evaluation criteria set forth below.
- (5) The Source Evaluation Board will present its findings to the Source Selection Authority who will select the Offeror he/she considers able to perform the contract in a manner most advantageous to the Government, all factors considered.

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

EVALUATION OF VOLUME I - MISSION SUITABILITY

Mission Suitability Evaluation

INDEX OF MISSION SUITABILITY SUBFACTORS

SUBFACTORS	
1.	Technical Requirements <ul style="list-style-type: none"> A. Technical Approach B. Scenario Responses
2.	Management Plan <ul style="list-style-type: none"> A. Organizational Structure and Management B. Risk Management Plan C. Phase-In Plan D. Staffing, Recruitment, Retention, and Compensation E. Subcontractor Management F. Key Personnel
3.	Work Management <ul style="list-style-type: none"> A. Work Management system B. IDIQ Management

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

Definition of Adjectival Ratings

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

The following definitions will be used by the evaluation committee to classify the findings of the evaluation of the Offerors.

Definition of Findings

	DEFINITION
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.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
Strength	An aspect of the proposal that will have some positive impact on the successful performance of the contract.
Significant Strength	Some aspect of the proposal that greatly enhances the potential for successful contract performance.

The following information includes lists that are provided to indicate the minimum content to be included in the proposal. The lists are not comprehensive.

1. Technical Requirements

A. Technical Approach

The Government will evaluate the overall understanding and approach to accomplish the requirements of the Statement of Work. The Offeror’s Technical Approach for meeting the requirements in the SOW will be evaluated with consideration for each of the performance areas in the SOW. The Government will evaluate the Offeror’s Technical Approach to determine the degree to which the Offeror understands the technical requirements of the SOW. Restating the SOW does not imply understanding. Consideration will be given to the adequacy, realism, effectiveness, quality assurance, risk reductions, efficiencies, and completeness of the information provided in the below areas:

1. Proposed approach of disciplines, skills, and techniques the Offeror plans to use in the performance of this work.
2. Proposed innovative processes, systems, and technology trends the Offeror suggests for accomplishing and/or streamlining the tasks required in the SOW with supportive rationale.
3. Consideration will be given for any IT-related certifications, ratings, and/or accreditations (e.g., CMMI, ITIL).

B. Technical Scenarios

The Government will evaluate the Offeror’s responses to the Technical Scenarios. Consideration will be given to the Offeror’s ability to provide logical, innovative, effective, and technically sound approaches to address the stated scenarios.

The Offeror's responses will be evaluated on the clarity and reasonableness of approach presented including initial assumptions and proposed next steps.

The management aspects will be evaluated including management approach and technical resources. The responses will be evaluated on ability to minimize schedule impacts, minimize disruption to users, manage resources and workloads, manage risks, and maintain continuity of services.

2. Management Plan

A. Organizational Structure and Management

The Government will evaluate the Plan to effectively manage the requirements of the SOW. Consideration will be given to the adequacy, realism, effectiveness, innovativeness, and completeness of the information provided in the below areas:

1. The proposed organizational structure, including subcontractor and partners and identified positions considered "Key," to the organizational structure.
2. The proposed responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management will be evaluated for span of control, degree of autonomy, and lines of communication.
3. The proposed processes for resolving issues for resources and functions within the contract.
4. **The relationships among technical management, business management, subcontract management, and subcontract management.** Proposed innovative organizational structures, processes, and approaches for streamlining costs and addressing the OCIO goals and outlined in Section 1.1 of the SOW. The proposed policies, procedures, and techniques for efficiently managing the work.
5. Independence and autonomy of the Program Manager, their reasons and methods for accessing corporate officials, and his/her control over essential resources/ functions necessary to accomplish the work, including the process to be followed by the Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager's direct control such as personnel and facilities.
6. The accessible resources for such things as rapid staff build-up. The procedure for getting access to these resources, lead-time involved, and the corporate commitment to providing these resources.
7. Any entities, including major subcontractors, which may, over the course of the contract, have organizational conflicts of interest (OCI) with the performance of this contract. Where potential OCI instances have been identified and/or described, define the plan for mitigating its occurrence.

B. Risk Management Plan

The Government will evaluate the Risk Management Plan for the Offeror's ability to effectively identify, communicate, and mitigate risks. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

1. The areas the Offeror considers critical, or of high risk, to accomplishing the objectives of the SOW, and the Offeror's proposed approach to minimizing risks, ensuring success, and delivering quality products.
2. The risks in the existing SOW and the proposed approach to mitigate these risks

throughout the performance of the contract.

3. The proposed risk management process and how it supports the Government by independently identifying risks.

C. Phase-In Plan

The Government will evaluate each Offeror's proposed Phase-In Plan. Consideration will be given to the adequacy, realism, effectiveness, cost, and completeness of the information provided in the below areas:

1. The ability to assume full contract responsibility February 1, 2014 (anticipated) with minimum disruption to on-going projects.
2. The management approach of the phase-in team, schedule, staffing, and responsibilities of the phase-in team.
3. The proposed approach for transitioning the current work activities to the new work area structure, including the transition of management and personnel for all work phases in all areas, as required.
4. Approach during the phase-in plan with regards to the continuity of operations while the Task Management System tool is being implemented.
5. A phase-in plan that identifies the level of dependency upon the incumbent contractor and/or NASA personnel during this period.
6. Training or orientation of personnel that will occur during phase-in.
7. Risks identified with the phase-in plan and mitigation strategies.

D. Staffing, Recruitment, Retention and Compensation

The Government will evaluate each Offeror's proposed staffing, recruitment, retention, flexibility, and compensation plan. Consideration will be given to the adequacy, realism, effectiveness, efficiency, and completeness of the information provided in the below areas:

1. The plan for recruiting employees, internal training, mentoring and career development policies and incentives, as well as policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
2. The identified difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
3. The approach for rapidly providing qualified personnel on short notice to meet changing requirements of the contract.
4. The approach to personnel cost savings and being able to adjust the workforce skill mix to meet changing requirements.
5. The methods and procedures for acquiring highly specialized personnel for specific projects that may have a defined period of performance of less than one year.
6. The plan in accordance with NASA FAR Supplement 1852.231-71, Determination of Compensation Reasonableness, which sets forth salary ranges and fringe benefits proposed for employees (Prime and all subcontractors).

E. Subcontractor Management

The Government will evaluate the Offeror's proposed subcontractor management approach. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

1. The planned use of subcontracting agreements and the agreement types, including subcontracting agreements, details of the functional areas and functional split of responsibilities, and the potential percentages of work to be performed. The plans for addressing any problems that may arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.
2. The procedures for selecting subcontractor(s), the nature and extent of the work to be performed by the subcontractor(s), and methods of management and reporting to GRC of subcontractors' financial and technical plans and performance.

F. Key Personnel

The Government will evaluate the Offeror's proposed key positions as indicated on Offeror's organization chart. Consideration will be given to identified minimum qualifications for the positions. For those people selected for key positions, consideration will also be given to the education, past performance, summary of total experience, summary of experience in similar work (including similar types of government contracts), and other applicable experience, as well as ability to provide backup for all key personnel.

3. Work Management

A. Work Management System

The Government will evaluate the Offeror's proposed WMS and its ability to meet Government requirements listed in the SOW. Consideration will be given to the adequacy, functionality, ease of use, security, accessibility and completeness of the information provided in the below areas:

1. How well it supports the activities of a task order/IDIQ contract. The Government will consider the ease of use and functionality of the proposed processes of task submittal, estimate response, approval, tracking process and ongoing usefulness of the tools to support and enhance operations.
2. The Government will consider schedule, cost, security, accessibility and usability of the system. The Government will also evaluate the level of integration required such that new user interfaces are intuitive.
3. Intuitiveness of its search capability and its reporting capabilities and its ability to handle enhanced contract performance.
4. Ease of use and process of the implementation of electronic approval authority and the level of completeness of its inherent security (e.g.; access control, data logging).
5. Level of completeness and reasonableness the life-cycle cost of the system.
6. Amount of customization and tailoring required for the implementation of the system at GRC.
7. Efficiency of the initial population of the database, including continuity of operations while the system is being implemented.
8. Completeness and soundness of the Contractor's transition plan for the implementation of their system.
9. Offeror provided signed Certification, availability of the online demonstration version, URL/Web site, any passwords required, a statement that no monitoring

of the site will be done, and that the site shall remain unaltered beginning at the proposal due date until six months after contract award.

B. IDIQ Management

The Government will evaluate the Offeror's approach for procuring and delivering services, equipment, materials, IT hardware and license renewals and media. Consideration will be given to the adequacy, effectiveness, efficiency and completeness of the information provided in the below areas:

1. Approach to vendor management.
2. Innovative approaches for cost containment, demonstrated cost savings, risk reduction and efficiencies.
3. Approach to guaranteed response times for procurements.

EVALUATION OF VOLUME II –RELEVANT EXPERIENCE/PAST PERFORMANCE

Volume II: Relevant Experience/Past Performance

The Government will evaluate three areas of past performance: Past Performance Narrative (PPN), Past Performance Questionnaires (PPQ) and Past Performance Databases (PPD) of the Offeror and proposed major subcontractors. Each area will be evaluated for relevancy and performance as summarized below. The results of the PPN, PPQ, and PPD evaluations will receive equal weighting in determining the Level of Confidence rating.

Relevancy: The Government will evaluate the Offeror's experience to determine whether it is relevant to the Statement of Work and overall requirements of this procurement. Consideration will be given to the: type of customer, contract type, method of acquisition, total contract workforce size, total contract value, scope of services provided, recency of the contract and length of the contract.

Performance: The Government will evaluate the overall technical performance by considering items such as; content and complexity, performance evaluation and rating history, programmatic reviews, independent technical analysis, certifications, technical performance, contract management, cost control, and overall performance. The Government will evaluate the overall contract management by considering items such as; cost management history, problems and resolution, contract terminations, relationship with subcontractors or teaming partners including previous relationships with proposed team members, management of large subcontractors, task order administration, cooperation with prior clients and timeliness of complete business products.

The Government reserves the right to conduct one-on-one discussions with cognizant contracting and technical personnel, whether or not listed in the proposal, for both the PPQ and PPD sections.

The Government reserves the right to evaluate past performance information for other subcontractors not listed as a major subcontractor and from other entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating in accordance with FAR

15.305(a)(2)(iv).

Relevant Experience and Past Performance information will not be numerically scored but will be consolidated into a single level of confidence rating in accordance with the following table:

<p><u>Very High Level of Confidence</u></p>	<p>The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. No significant weaknesses exist.)</p>
<p><u>High Level of Confidence</u></p>	<p>The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. ** (One or more significant strengths exist. Strengths outbalance any weakness.)</p>
<p><u>Moderate Level of Confidence.</u></p>	<p>The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. ** (There may be strengths or weaknesses, or both.)</p>
<p><u>Low Level of Confidence</u></p>	<p>The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. ** (One or more weaknesses exist. Weaknesses outbalance strengths.)</p>
<p><u>Very Low Level of Confidence</u></p>	<p>The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. ** (One or more deficiencies or significant weaknesses exist.)</p>
<p><u>Neutral</u></p>	<p>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)].</p>

EVALUATION OF VOLUME III – COST/PRICE EVALUATION FACTOR

Cost Factor

Although the cost volume is not numerically scored nor receives an adjectival rating, it is important in determining that the Offeror understands the solicitation and the resources required. The cost factor is used to determine what the Offeror's proposal will probably cost the Government should it be selected for award.

A cost realism analysis will be conducted to ensure that a fair and reasonable price is paid by

the Government and to assess the reasonableness and realism of the proposed costs. 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 ‘probable cost’. As noted in FAR 15.404(d)(1), the cost realism analysis consists of ‘independently reviewing and evaluating specific elements of each Offeror’s proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror’s technical proposal’.

For purposes of source selection, and in accordance with FAR 52.217-5 ‘Evaluation of Options, the total proposed cost will be utilized. The total proposed cost consists of the Base Period plus all Options.

The cost evaluation will be conducted in accordance with FAR 15.305(a)(1), FAR 15.404, NFS 1815.305(a)(1)(B) and (a)(3)(B), and NFS 1815.404.

The status of Offeror systems and audits of such systems will be considered part of the cost evaluation. Evidence of an approved accounting system at proposal submission shall be required for the award of a flexibly price contract, (see FAR 16.304-3(a)(3)).

IDIQ bid rates shall be evaluated for reasonableness. The rates will be presented to the SSA for their consideration in the selection decision.

The IDIQ forecasted price will be presented to the SSA for their consideration in the selection decision.

An evaluation of the fee rates proposed shall also be conducted. The proposed fee will be reviewed for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance. Fee dollars will not be adjusted in a probable cost adjustment.

The results of the Government’s cost evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection decision. The results of the analyses do not provide a basis for an upward price adjustment after award.

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS AND SUBFACTORS

Mission Suitability is approximately equal to Past Performance, which is approximately equal to Cost.

Mission Suitability plus Past Performance, when combined, are significantly more important than Cost.

Within the Mission Suitability Factor, the maximum numerical score each subfactor may receive is as follows:

<u>Subfactor</u>	<u>Assigned Weight</u>
Technical Requirements	450
Management Plan	350

Work Management	200
Total	1,000