

SECTION B OF NNG14436908R
SUPPLIES OR SERVICES AND PRICES/COST

B. 1 TYPE OF CONTRACT

(a) This contract contains a cost-plus-fixed-fee (CPFF) Core Services requirement as outlined in clause J.1, Attachment A entitled "Statement of Work." This contract also contains an Indefinite Delivery, Indefinite Quantity (IDIQ) requirement as outlined in Attachment A, Statement of Work.

(b) The contract type for the Core Services requirements under this contract is CPFF. Under the IDIQ portion of the contract, the following types of task orders can be issued: CPFF services and Firm-Fixed-Price (FFP) Construction. Each individual task order issued in accordance with the clauses entitled, "Task Ordering Procedure" and "Supplemental Task Ordering Procedures," will specify the applicable contract type.

(c) Clause J.1, Attachment Q, Clause Applicability Matrix, specifies what contract clauses contained in this contract apply to the Core Services and the CPFF-type IDIQ task orders and FFP-type IDIQ task orders.

(End of text)

B.2 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (AUG 2013)

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

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Statement of Work Requirements	Clause J.1 Attachment A Statement of Work (SOW), and as defined in individual task orders	As defined in SOW & individual task orders	See SOW & individual task orders
2	Foreign Travel Requests and Foreign Travel Reports	Clause G.2	Requests - At least 30 days in advance of travel & Upon conclusion of travel	As specified in Contracting Officer's travel approval
3	Task Plans	Clause I.152	15 days after CO request	1 Electronic Copy
4	Reports of Work	Clause C.2	As Specified in Clause	1 Electronic Copy to Contracting Officer (CO) and Contracting Officer's Representative (COR)
5	Contractor Acquired Property Reports	Clause G.17	As Required per Clause	Electronic Copy to CO & Supply and Equipment Management Officer (SEMO)
6	NASA Financial Management Reports	Clauses G.3 & G.15	Monthly and Quarterly	Electronic Copy to CO, COR, & Resources Analyst (RA)
7	Small Business Subcontracting Plan and Reports	Clause H.12 & I.171	Semi-Annual and Annual basis as specified in clause	Submitted electronically in the Electronic Subcontract Reporting System (eSRS) & the Summary Subcontract Report (Standard Form (SF) 295)

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
8	Materials Safety Data Sheets	Clause I.160	As Required per Clause	Hard Copy to CO
9	Information Technology (IT) Security Management Plan	Clause I.95	30 days after contract Effective date	2 Copies to CO
10	New Technology Reports	Clauses G.1 & G.9	When Applicable per Clause	As Specified in Clause
11	Reporting of Inventions	Clauses G.1 & G.9	When Applicable per Clause	As Specified in Clause
12	Request for Government Property	Clause G.10	30 days prior to acquire date	As Specified in Clause
13	Safety and Health Reporting	Clauses H.2, H.6 & H.11	Monthly & Quarterly	Electronic Copy to CO, COR, & Code 803.2 Wallops Safety Office & Code 350
14	Reports of NASA/GSFC Vehicles	Clause H.17	15 th Day of the Month following Reporting Period	Hard Copy to Code 274, COR, & CO
15	Personal Identity Verification (PIV) Documentation and Reporting	Clause H.9	Monthly as required	Hard Copy to COR & PIV Manager
16	Reserved			
17	Contract Historical Data	Clause H.21	30 days after written CO's request	Electronic Copy to CO
18	Organizational Conflicts of Interest Avoidance Plan	Clause I.175	30 days after contract effective date	Hard Copy to CO
19	NASA Form (NF) 1489	Clause G.17	Monthly	Electronic Copy to CO & SEMO
20	NF 1619	Clause G.17	Annually	Electronic Copy to CO & SEMO
21	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Clause G.20	Annual report due by October 15 & Final Report as specified	NF1018 Electronic Submission System (NESS)
22	List of Employees Using GSFC Motor Pool Vehicles	Clause G.16	20 days in advance of use	Electronic Copy to CO
23	Contract Phase-Out Plan	SOW Section 3.1.1	90 days prior to the end of the contract	Hardcopy & Electronic Copy to COR
24	Quality Manual	SOW Section 3.1.2	30 days after contract effective date	Electronic Copy to COR
25	Reliability and Quality Assurance Plan	SOW Sections 3.1.3 & 3.1.5	30 days after contract effective date	Electronic Copy to COR
26	Government-Industry Data Exchange Program (GIDEP) Notification	SOW Section 3.1.3	As required per Clause	Electronic Copy to COR

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
27	Configuration Management Control Plan	SOW Section 3.1.4	30 days after contract effective date	Electronic Copy to COR
28	Training and Certification Plan	SOW Section 3.1.7	30 days after contract effective date & Annually	Electronic Copy to COR
29	Construction of Facilities Plan	SOW Section 3.1.13	By July 31 st of each year	Electronic Copy to COR
30	Balloon Flight Historical Data	SOW Section 3.1.15	Annually or upon request	Electronic Copy to COR
31	Annual NASA Candidate Flight Plan	SOW Section 3.2.1	By July 31 st of each year	Hardcopy to COR
32	Flight Request Packages	SOW Section 3.2.1	By July 31 st of each year	Electronic Copy to COR
33	Nuclear Launch Safety Authorization Notification	SOW Section 3.2.6	3 months prior to a campaign	Electronic Copy to COR
34	Balloon Flight Summary Document	SOW Section 3.2.11	Within 3 months following a campaign	Electronic Copy to COR
35	Columbia Scientific Balloon Facility (CSBF) Engineering Plan	SOW 3.3.2	Prior to February 1 of each year	Electronic Copy to COR
36	Material Inspection and Receiving Reports	Clause E.7	As required per Clause	2 Hard Copies to COR
37	Real Property Manual	SOW Section 3.1.16	Update Annually	Electronic Copy to COR & CO
38	NF 1324	Clause G.17	Semi-Annually	Electronic Copy to CO & SEMO

(End of text)

B.3 ESTIMATED COST AND FIXED FEE FOR CORE REQUIREMENTS

The estimated cost of this contract is \$TBP * for the Core Requirement identified in the Statement of Work. The fixed fee is \$TBP for the Core Requirement identified in the Statement of Work. The Total estimated cost and fixed fee is \$TBP for the Core Requirement identified in the Statement of Work.

* TBP = To Be Proposed.

(End of text)

B.4 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for the Core Requirement is \$TBD. This covers the following estimated period of performance: TBD.

(b) An additional amount of \$1BD is obligated under this contract for payment of fee for the Core Requirement.

(End of clause)

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B.5 ESTIMATED COST AND FIXED FEE – INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) COST-PLUS-FIXED-FEE (CPFF) TASK ORDERS EXCLUSIVE OF CONSTRUCTION

The estimated cost is \$(To Be Negotiated (TBN) on each individual task order), exclusive of the fixed fee of \$(TBN on each individual task order). The total estimated cost and fixed fee is \$(TBN on each individual task order).

(End of text)

B.6 CPFF TASK ORDER FUNDING

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for the IDIQ Requirements is \$TBD. This covers the following estimated period of performance: TBD.

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

(End of text)

B.7 FIRM FIXED PRICE – IDIQ CONSTRUCTION TASK ORDERS

The total firm fixed price is \$(To Be Negotiated on each individual firm fixed price construction task order).

(End of text)

B.8 FIRM FIXED PRICE CONSTRUCTION TASK ORDER FUNDING

The total firm fixed price funding of task orders under this contract is \$TBD.

(End of text)

B.9 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (GSFC 52.216-90) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$500,000. The maximum amount of supplies or services that may be ordered during the 1-year and 4 months base period of performance of this contract is \$25,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

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

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

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(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 20% of the original maximum amount.

(End of text)

B.10 SUPPLEMENTAL TASK ORDERING PROCEDURES

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

(b) The Government and Contractor agree that the fixed fee percentage specified in Attachment F shall be used to calculate the fixed fee dollars on all Cost-Plus-Fixed-Fee service task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(c) When the Government issues a request for a "task plan" for Construction to the Contractor in accordance with the Clause entitled "Task Ordering Procedure" of this contract, the Contractor shall prepare its estimate of the labor hours and other direct costs required to perform the Construction task order requirements. The Contractor shall use only those appropriate fully-loaded labor rates, which may be less than but shall not exceed the rates found in Attachment F, to calculate the proposed price for all Construction task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(End of clause)

B.11 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

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

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

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

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

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

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

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

(End of clause)

B.12 NONPROPOSED COSTS FOR CORE REQUIREMENTS

(a) The total estimated cost of this contract for Core Requirements includes the following estimated costs:

Cost Elements	Base Period of Performance		Option 1		Option 2		Total Estimated Cost
	GFY 15 [^]	GFY 16	GFY 17	GFY 18	GFY 19	GFY 20 ^{^^}	
Helium IsoPaks	\$1,160,000	\$1,200,000	\$1,240,000	\$1,290,000	\$1,330,000	\$0	\$6,220,000
Expendable Gases	\$1,431,000	\$2,021,000	\$611,000	\$2,167,000	\$2,034,000	\$616,000	\$8,880,000
Freight	\$155,000	\$382,000	\$383,000	\$409,000	\$378,000	\$223,000	\$1,930,000
Equipment	\$160,000	\$160,000	\$170,000	\$170,000	\$180,000	\$0	\$840,000
Range Expenses	\$196,000	\$1,004,000	\$2,925,000	\$1,073,000	\$992,000	\$820,000	\$7,010,000
Flight Hardware/Flight Electronics	\$906,000	\$1,161,000	\$1,135,000	\$1,242,000	\$1,246,000	\$230,000	\$5,920,000
Ground Support Equipment	\$121,000	\$257,000	\$166,000	\$274,000	\$237,000	\$115,000	\$1,170,000
Materials	\$708,000	\$858,000	\$798,000	\$918,000	\$878,000	\$70,000	\$4,230,000
Services	\$1,226,000	\$1,232,000	\$1,037,000	\$968,000	\$827,000	\$80,000	\$5,370,000
Total Non-Proposed Costs	\$6,063,000	\$8,275,000	\$8,465,000	\$8,511,000	\$8,102,000	\$2,154,000	\$41,570,000

[^]GFY 15 Partial (February 1, 2015 to September 30, 2015)

^{^^}GFY 20 Partial (October 1, 2019 to January 31, 2020)

Note: The following cost element definitions provide examples that may or may not be procured during the life of the contract. See the Statement of Work for additional descriptions/information regarding the identified cost elements.

Helium IsoPaks – Costs associated with the lease of Helium IsoPaks (tube trailers).

Expendable Gases – Costs for compressed gases and cryogenics such as: Argon, Carbon Dioxide, Helium, Nitrogen, Purified air, Liquid Helium, Liquid Nitrogen, etc.

Freight – Costs associated with shipping of science, support, and campaign related equipment. Science shipping costs only cover from CSBF to remote, non-domestic launch sites and return. This does not cover costs to ship science to/from science home institutions for domestic missions or to ship any science to/from CSBF for remote, non-domestic launched missions. Those costs are carried by the science users.

Equipment - Costs such as: Instron testers, digital tape recorders, LED scrolling message board, computers and printers, digital communication devices, high power AC sources, spectrum analyzers, rack mount servers, dual output power supplies, digital theodolites, hydraulic jacks, and pickup trucks. This does not

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include any flight hardware. This would normally include equipment that is not used in direct support of a mission as part of the Ground Support Equipment (GSE), although it may be essential for purposes of qualification, testing, etc.

Range Expenses – Costs associated with specific field campaigns (Fort Sumner, NM, Sweden, etc.) such as land and building leases, licenses, taxes and range fees which may include consumables, supplies, and equipment provided by the host range.

Flight Hardware and Flight Electronics– Costs for flight hardware and flight electronics purchases and/or refurbishments such as: test gondolas, parachutes, ripstitches, flight trains, rigging, mechanical terminate fittings, ballast systems, helium valving systems, mechanical parachute separation devices, Universal terminate packages (UTP), Remote Firing Units (RFU), Semi-Automatic Parachute Release (SAPR), Gondola Automatic Parachute Release (GAPR), Consolidated Instrument Packages (CIP), Support Instrumentation Packages (SIP), Miniature Support Instrumentation Packages (Mini-SIP), Micro Instrumentation Package (MIP), Solar Pointing Systems (SPS), Batteries, Transponders, Solar Panels, pyrotechnics, etc.

Ground Support Equipment (GSE) – Cost for procurement or rental of GSE such as: inflation spools, launch support vehicles, telemetry ground stations, telemetry transceivers and antennas, test equipment, cranes, powered industrial trucks, mobile area platforms, Heise gauges, hoses, Tracking and Data Relay Satellite System (TDRSS) simulators, etc. This would normally include such equipment as necessary to support missions.

Materials – Costs for expendable or less durable items such as auto supplies, vehicle fuel, electronics supplies, mechanical supplies, meteorological sounding balloons and pilot balloons, computer software, computer supplies, office supplies, etc.

Services – Costs for routine maintenance on equipment, vehicles, facilities, and computers. Also included are GSA Vehicle leases, medical qualifications, shipping (USPS/FedEX/UPS, etc.), utilities, professional services, and facility security.

(b) These total non-proposed costs for Core Requirements are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract for Core Requirements should the actuals be different than the total non-proposed cost value for the base period of performance and options 1 and 2, unless a contract modification under the Changes clause of this contract impacts these estimates.

(End of text)

SECTION C OF NNG14436908R
DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide all management, engineering and technical services, balloon flight operations, and administrative support necessary to deliver and/ or perform work in accordance with the Clause J.1, Attachment A "Statement of Work," Task Orders Issued, the Contractor's Reliability & Quality Assurance Plan and Quality Assurance Manual, and the reports of work identified in C.2.

(End of text)

C.2 REPORTS OF WORK

- A. Quarterly Progress Reports. The Contractor shall submit separate quarterly progress reports of all work accomplished during each quarter of contract performance. Reports may be in a narrative form and shall be brief and informal in content. They shall also include a section discussing work to be performed during the next Quarter.
- B. Annual Report. The Contractor shall submit an annual report that documents and summarizes the results of the annual contract performance, including recommendations, and conclusions based on the experience and results obtained. The annual report shall include tables, graphs, diagrams, photographs, and drawings, as necessary, to comprehensively explain the results achieved under the contract.
- C. Final Balloon Flight Summary Documents. Refer to NASA FAR Supplement clause 1852.235-70, "Center for AeroSpace Information—Final Scientific and Technical Reports" of this contract. The Contractor shall submit a final balloon flight summary document that documents and summarizes the results of the flight, including recommendations and conclusions based on the experience and results obtained. The document shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract. The document must comply with NPG 2200.2A, "Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information."

NOTE: All reports shall cover baseline and IDIQ work. Quarterly reports shall be submitted by the 10th of the month following the quarter being reported. If the contract is awarded beyond the middle of the quarter, the first quarterly report shall cover the period from award until the end of the following quarter. Annual reports shall be submitted within one (1) month following the end of each year of the contract performance.

One copy of all reports shall be submitted to the Contracting Officer, Code 210.I, and a copy of all reports shall be submitted to the Contracting Officer's Representative (COR), Code 820, these shall be in accordance with electronic submission requirements.

(End of text)

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

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

(End of clause)

**SECTION D OF NNG14436908R
PACKAGING AND MARKING**

D. 1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEPT 2005)

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

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

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

(End of clause)

**SECTION E OF NNG14436908R
INSPECTION AND ACCEPTANCE**

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

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(a) ANSI/ISO/ASQ Q9001-2000 Quality Management System (QMS) requirements as documented on-line in the GSFC QMS system

<http://gsfcmanagementsystem.gsfc.nasa.gov/fundamentals.cfm>).

(b) Reliability and Quality Assurance Plan as identified in B.1 and J.1, Attachment J.

(End of clause)

E.3 RESERVED

E.4 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (APR 2008)

The Contracting Officer or authorized representative will accomplish acceptance at NASA/Goddard Space Flight Center/Wallops Flight Facility or other locations as specified in the Statement of Work and individual Task Orders. The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

**SECTION E OF NNG14436908R
INSPECTION AND ACCEPTANCE**

E.5 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for three (3) year after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

**E.6 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (GSFC 52.246-94)
(APR 1989)**

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

All plans, reports, manuals, documents, and lists.

(End of clause)

E.7 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUGUST 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 2 copies, an original and 1 copies.

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

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

(End of clause)

E.8 52.246-12 INSPECTION OF CONSTRUCTION (MAR 1996)

E.9 CLAUSES INCORPORATED BY REFERENCE – SECTION E

Clause E.8 of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION F OF NNG14436908R
DELIVERIES OR PERFORMANCE**

F.1 52.242-15 STOP-WORK ORDER (AUG 1989)

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

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

F.4 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD

The period of performance of this contract shall be for a period of twenty (20) months from the contract effective date of February 1, 2015. The effective ordering period of the IDIQ portion of this contract coincides with the core services period of performance.

(End of text)

F.5 OPTION TO EXTEND SERVICES

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option	Period	Core Services Amount	Maximum IDIQ Amount
1	Twenty (20) months after the effective date of the contract through twenty-four (24) months thereafter	Estimated Cost \$TBP* Fixed Fee \$TBP* Total CPFF \$TBP*	\$28,000,000
2	Forty-four (44) months after the effective date of the contract through sixteen (16) months thereafter	Estimated Cost \$TBP* Fixed Fee \$TBP* Total CPFF \$TBP*	\$14,000,000

* TBP = To Be Proposed

(End of text)

F.6 PLACE OF PERFORMANCE

The services specified by this contract shall be performed at the following location(s): Columbia Scientific Balloon Facilities (CSBF) in Palestine, Texas, and Fort Summer, New Mexico, and at remote launch sites to support the balloon program; Engineering services to support NASA's Balloon Program shall be performed at GSFC/Wallops Flight Facility, Wallops Island, at CSBF in Palestine, Texas, and at the Contractor's facilities.

(End of text)

F.7 RESERVED

F.8 CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clauses F.1 through F.3 of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION G OF NNG14436908R
CONTRACT ADMINISTRATION DATA**

G.1 1852.227-70 NEW TECHNOLOGY (MAY 2002)

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

G.3 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)

G.4 1852.223-71 FREQUENCY AUTHORIZATION (DEC 1988)

G.5 1852.227-86 COMMERCIAL COMPUTER SOFTWARE – LICENSING (DEC 1987)

G.6 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

(End of clause)

G.7 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

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

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

NASA Shared Services Center
FMD Accounts Payable
Bldg. 1111, C Road,
Stennis Space Center, MS 39529

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

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
Defense Contract Audit Agency – TBD

(2) RESERVED

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

(c) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the address specified in paragraph (b) (1) above. This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

(End of clause)

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G.8 INVOICES FOR FIXED PRICE CONSTRUCTION TASK ORDERS

(a) Invoices shall be prepared in accordance with the Prompt Payment for Construction Contracts clause of this contract. Invoices shall be submitted to the following "Designated Billing Office":

NASA/Goddard Space Flight Center
Wallops Flight Facility
Code 820
Wallops Island, VA 23337

(b) At the time of submittal to the billing office, an information copy of each invoice shall be submitted to:

NASA/Goddard Space Flight Center
Wallops Flight Facility
Code 210.I/Attn: Mickey Merritt
Wallops Island, VA 23337

(c) For purposes of the Prompt Payment for Construction Contracts clause, the "Designated Payment Office" is:

NASA Shared Service Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Building 1111, C Road
Stennis Space Center, MS 39529

(End of text)

G.9 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

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

Title	Office Code	Address (including zip code)
New Technology Representative	504	Innovative Partnerships Program Office/Goddard Space Flight Center, Greenbelt., MD 20771
Patent Representative	140.1	Goddard Space Flight Center Representative, Greenbelt, MD 20771

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

(End of clause)

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**G.10 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY
(JAN 2011)**

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

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

(i) Justify the need for the property;

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

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

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

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

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

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

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

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

(End of clause)

**G.11 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) -
ALT I (JAN 2011)**

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

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

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

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

Notify the cognizant property custodian, COTR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

Identify Government property equipment that is no longer considered necessary for performance of the contract.

Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

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Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

Ensure that Government property is protected and conserved.

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

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

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

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

X (2) Office furniture.

X (3) Property listed in Attachments B (Parts 1, 2 and 3).

(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.

X (5) Publications and blank forms stocked by the installation.

(6) Safety and fire protection for Contractor personnel and facilities.

X (7) Installation service facilities: Motor Pool and IT Services through the Agency Consolidated End-user Services (ACES) contract

X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies.

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Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.12 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:

**GSFC/Wallops Flight Facility
Building 19, Code 200C
Wallops Island, VA 23337**

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

(End of clause)

G.13 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

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

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

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G.14 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

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

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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

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

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

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

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

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

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

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

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

(2) Include additional supporting reports of—

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

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

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

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

(End of clause)

G.15 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (JAN 2012)

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

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

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

Distribution shall be as follows:

Contracting Officer, Code 210.I
E-Mail: mickey.m.merritt@nasa.gov

Contracting Officer's Representative, 820
E-Mail: david.d.gregory@nasa.gov

Resources Analyst, Code 820
E-Mail: jennifer.l.mcintyre@nasa.gov

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

Administrative Contracting Officer (if delegated)

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

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

(End of clause)

G.16 GOVERNMENT PROVIDED MOTOR VEHICLES (GSFC 52.245-91) (AUG 2008)

(a) Authorized users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

- (1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
- (2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
- (3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

**G.17 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (GSFC 52.245-93)
(DEC 2007)**

Refer to subparagraph (b)(1)(i) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of \$5,000 or more,

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that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than \$5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1 and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through the NASA Equipment Management System (NEMS) in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into NEMS. A copy of the GSFC Form 20-4, shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4's or on other forms shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the contractor maintains a stock inventory of installation-accountable Government property with a minimum average value of \$75,000, the Contractor shall comply with NPR 4100.1D. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report; NASA Form 1324, Semi-annual Report of Personal Property Operations (for which periods end March 31 and September 30) and NASA Form 1619, Physical Inventory of Materials Annual Report (for which period ends September 30), within 5 working days of the end of the reporting period. The NASA Forms 1489, 1324 and 1619, should be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer. A copy of NASA Form 1489 should be submitted to Code 157.2, General Ledger.

(End of clause)

G.18 PROPERTY CLAUSE APPLICABILITY-ON-SITE AND OFF-SITE (GSFC 52.245-96) (APR 2008)

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

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

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

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

(End of clause)

G.19 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS

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

Contracting Officer, Code 210

(End of text)

G.20 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

(End of clause)

G.21 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73) (DECEMBER 2006)

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

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(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) In accordance with paragraph (d) of the Rights in Data --General clause (52.227-14) of this contract, the Contractor may publish, or otherwise disseminate, data produced during the performance of this contract, including data contained in the final report, and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. The Contractor is responsible for reviewing publication or dissemination of the data for conformance with laws and regulations governing its distribution, including intellectual property rights, export control, national security and other requirements, and to the extent the contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, for complying with such restrictive markings. Should the Contractor seek to publish or otherwise disseminate the final report, or any additional reports required by 1852.235-74 if applicable, as delivered to NASA under this contract, the Contractor may do so once NASA has completed its document availability authorization review, and availability of the report has been determined.

(End of clause)

G.22 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1852.245-76) (JANUARY 2011).

For performance of work under this contract, the Government will make available Government property identified in Attachment B (Part 4 Flight Hardware) of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at the contractor's facility, launch campaign sites, and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

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G.24 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (1852.245-79) (JANUARY 2011)

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

- (1) Identify the projects or missions that used the items;
- (2) Specifically identify items of flown property;
- (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
- (4) Identify property used in test activity and, when known, the individuals who conducted the test.

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

- (1) On any Standard Form 1428, Inventory Schedule;
- (2) In automated disposition systems;
- (3) In any other disposition related reports; and
- (4) In other requests for disposition instructions.

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

(End of clause)

G.25 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (JANUARY 2011)

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

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

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

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

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

(End of clause)

G.26 CLAUSES INCORPORATED BY REFERENCE – SECTION G

Clause(s) G.1 through G.5 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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H.1 1852.208-81 RESTRICTION ON PRINTING AND DUPLICATING (OCT 2002)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) – ALT I (FEB 2006)

H.3 1852.228-70 AIRCRAFT GROUND AND FLIGHT RISK (OCT 1996)

H.4 1852.228-71 AIRCRAFT FLIGHT RISKS (DEC 1988)

H.5 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)

H.6 1852.223-70 SAFETY AND HEALTH (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

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

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

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

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

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

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

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

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

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

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

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

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUGUST 1992) ALT II (OCT 2000)

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

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

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Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

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

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

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

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

(End of Clause)

H.8 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 are hereby incorporated by reference in this resulting contract.

(End of clause)

H.9 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (APR 2013)

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

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

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any

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housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

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

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

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

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

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

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

(End of clause)

H.10 GSFC 52.211-95 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)

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

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

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

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

- (1) Harassment and Discrimination Announcements

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- <http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
 - (3) GPR 1600.1, GSFC Security Requirements
 - (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
 - (5) GPR 1700.1, Occupational Safety Program at GSFC
 - (6) GPR 1700.2, Chemical Hygiene Plan
 - (7) GPR 1700.8, GSFC Hazard Communication Program
 - (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
 - (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
 - (10) GPR 1860.1, Ionizing Radiation Protection
 - (11) GPR 1860.2, Laser Radiation Protection
 - (12) GPR 1860.3, Radio Frequency Radiation Protection
 - (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
 - (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
 - (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
 - (16) NPR 3713.3, Anti-Harassment Procedures
 - (17) GPD 8500.1, Environmental Policy and Program Management
 - (18) GPR 8710.2, GSFC Emergency Management Program Plan
 - (19) GPR 8710.7, Cryogenic Safety
 - (20) GPR 8710.8, GSFC Safety Program Management
 - (21) GPD 8715.1, GSFC Safety Policy
 - (22) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

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

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

(End of clause)

H.11 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91) (NOV 2013)

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

- (a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to the Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-1624, the COR, the Chief of Balloon Programs, and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Roland.Wescott-1@nasa.gov and entered into IRIS within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.
- (b) Submit a monthly safety and health report using NASA Incident Reporting Information System

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(IRIS). Specify incidents (mishaps and close calls), total number of employees working on this contract, and man-hours worked/month. Access to IRIS must be requested through the NASA Access Management System (NAMS) at <https://idmax.nasa.gov>. Until access is approved, use the Contractor Monthly Statistics Report Template available at <http://safety1st.gsfc.nasa.gov> under Contractor Safety and e-mail the completed form to Roland.Wescott-1@nasa.gov.

(End of clause)

H.12 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (GSFC 52.219-90) (DEC 2013)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with NASA FAR Supplement clause 1852.219-75, "Small Business Subcontracting Reporting" of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219-9 and NASA FAR Supplement clause 1852.219-75 require that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

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H.13 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (GSFC 52.227-93) (MAR 2008)

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

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

(End of clause)

H.14 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)

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

(End of clause)

H.15 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

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

(b) The nature of this conflict is the unauthorized use and disclosure of mission campaign proprietary business information.

(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). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this 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.

(End of clause)

H.16 EXPORT LICENSES (1852.225-70) (FEBRUARY 2000)

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

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at GSFC/Wallops Flight Facility or Columbia Scientific Balloon Facility, where the foreign person will

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have access to export-controlled technical data or software.

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

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

(End of clause)

H.17 REPORT OF NASA-GSFC VEHICLES (GSFC 52.251-90) (JUL 2006)

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

H.18 CONSTRUCTION OF FACILITIES

In performance of this contract effort, the Contractor may be required to manage construction activities, in accordance with J.1, Attachment A Statement of Work, Section 3.1.12. Such effort shall be directed by NASA through issuance of Task Orders in accordance with Clause I.152, Task Ordering Procedure. The Contractor shall ensure adherence to the Federal Acquisition Regulation (FAR) Part 28 and NASA FAR Supplement (NFS) Part 1828 relative to payment of bid guarantees, bonds (performance and/or payment), sureties, or insurance, as applicable.

(End of text)

H.19 CROSS-WAIVER OF LIABILITY CONCERNING INTERNATIONAL AGREEMENTS

(a) The objective of this clause is to provide for a cross-waiver of liability in the interest of encouraging participation in the area of scientific ballooning.

(b) For purposes of this clause:

(1) The term "the Contractor" means the person or entity who is a party to this contract, other than the United States Government and NASA.

(2) The term "Partner State" means the Government of any foreign state or country which signs an agreement with the United States Government or NASA for participation in scientific ballooning activities. It includes any cooperating agency of a Partner State.

(3) The term "Scientific Ballooning Operations" means all launch vehicle activities and payload activities on Earth, in the atmosphere, in near space, or in transit between Earth, the atmosphere and/or near space related to scientific ballooning. It includes, but is not limited to (i) research, design, development, test, manufacture, assembly, integration, operation, or use of launch: or transfer vehicles or a payload, as well as related support equipment and facilities and services; and (ii) all activities related to ground support, test, training, simulation, or guidance and control equipment and related facilities or services.

(4) The term "launch vehicle" means an object (or any part thereof) intended for launch.

(5) The term "Payload" means all property to be flown on the balloon platform.

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(6) The term "related entity" means (i) a Contractor or Subcontractor of a Partner State, of the United States Government or of the Contractor, at any tier; (ii) a user, customer, or other associate of a Partner State or of the United States Government, at any tier. The terms Contractors and Subcontractors include suppliers of any kind.

(7) The term "damage" means (i) bodily injury to, or other impairment of health of, or death of, any person; (ii) damage to, loss of, or loss of use of, any property; (iii) loss of revenue or profit; (iv) other direct, indirect or consequential damage-

(c) The Contractor recognizes that the United States Government or NASA may enter into international agreements, contracts or otherwise, with a Partner State for Scientific Ballooning Operations. As a condition of such agreements, NASA may agree that neither the United States or its related entities or certain of its related entities, nor the Partner State or its related entities or certain of its related entities will make any claims against the others. Accordingly, if such an international agreement, contract or otherwise, is entered into by the United States Government or NASA, the Contractor agrees that they shall not make any claims, based on damage arising from: Scientific Ballooning Operations, against any of the following parties that are covered by a cross-waiver in any such international agreement: (1) a Partner State; (2) a related entity of a Partner State; (3) except as provided for in paragraph (f) (1) below, a related entity of the United States; (4) Government; and (4) except as provided for in paragraph (f) (1) below, employees of any of the entities identified in paragraphs (c) (1) through (3) above.

(d) In addition, the Contractor agrees, as necessary, to extend the cross-waiver of liability as set forth in paragraph (c) above to its own related entities by requiring them, by contract or otherwise, to agree to waive all claims, based on damage arising out of Scientific Ballooning Operations, against the entities or persons identified in paragraphs (c)(1) through (c)(4) above, except as provided for in paragraph (f)(1).

(e) This cross-waiver in paragraphs (c) and (d) above shall apply only if the person, entity, or property causing the damage is involved in Scientific Ballooning Operations and the person, entity, or property damaged is damaged by virtue of its involvement in Scientific Ballooning Operations. The cross-waiver in paragraphs (c) and (d) above applies to any claims for damage, whatever the legal basis for such claims, including negligence.

(f) Notwithstanding the other provisions of this clause, the cross-waiver of liability shall not be applicable to (1) claims between (i) the United States Government and the Contractor or between the United States Government and the Contractor's contractors or subcontractors at any tier; (ii) the Contractor and its related entities; or (iii) the Contractor's related entities; (2) claims made by a natural person, his/her estate, survivors, or subrogees for injury or death of such natural person; (3) claims for damage caused by willful misconduct; and (4) intellectual property claims.

(g) Nothing in this clause shall be construed to create the basis for a claim or suit where none would otherwise exist.

(h) This clause, including this paragraph (h), shall be included in all subcontracts hereunder, appropriately modified to reflect the relationship of the parties, where work is to be performed in support of Scientific Ballooning Operations.

(End of text)

H.20 1852.243-72 EQUITABLE ADJUSTMENTS (APR 1998)

(a) The provisions of all other clauses contained in this contract which provide for an equitable adjustment, including those clauses incorporated by reference with the exception of the "Suspension of Work" clause (FAR 52.242-14), are supplemented as follows:

Upon written request, the Contractor shall submit a proposal for review by the Government. The proposal

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shall be submitted to the contracting officer within the time limit indicated in the request or any extension thereto subsequently granted. The proposal shall provide an itemized breakdown of all increases and decreases in the contract for the Contractor and each subcontractor in at least the following detail: material quantities and costs; direct labor hours and rates for each trade; the associated FICA, FUTA, SUTA, and Workmen's Compensation Insurance; and equipment hours and rates.

(b) The overhead percentage cited below shall be considered to include all indirect costs including, but not limited to, field and office supervisors and assistants, incidental job burdens, small tools, and general overhead allocations. "Commission" is defined as profit on work performed by others. The percentages for overhead, profit, and commission are negotiable according to the nature, extent, and complexity of the work involved, but in no case shall they exceed the following ceilings:

	Overhead (Percent)	Profit (Percent)	Commission
To Contractor on work performed by other than its own forces	----	----	TBP or 10%
To first tier subcontractor on work performed by its subcontractors	----	----	TBP or 10%
To Contractor and/or subcontractors on work performed with their own forces	TBP or 10%	TBP or 10%	----

(c) Not more than four percentages for overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers.

(d) The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors.

(e) Equitable adjustments for deleted work shall include credits, limited to the same percentages for overhead, profit, and commission in paragraph (b) of this clause.

(f) On proposals covering both increases and decreases in the amount of the contract, the application of the overhead, profit, and commission shall be on the net change in direct costs for the Contractor or the subcontractor performing the work.

(g) After receipt of the Contractor's proposal, the contracting officer shall act within a reasonable period, provided that when the necessity to proceed with a change does not permit time to properly check the proposal, or in the event of a failure to reach an agreement on a proposal, the contracting officer may order the Contractor to proceed on the basis of the price being determined at the earliest practicable date. In such a case, the price shall not be more than the increase or less than the decrease proposed.

(End of clause)

H.21 ADVANCED AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91) (MAR 2011)

(a) NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTE's), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for

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unrealistic or unsubstantiated pricing materially reduces the risk that cost could become an inappropriate discriminator among competing offerors.

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

(End of clause)

**H.22 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (GSFC
52.223-92) (NOV 2009)**

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the GSFC Safety Officer, Code 350).

(End of clause)

H.23 CLAUSES INCORPORATED BY REFERENCE – SECTION H

Clause(s) H.1 through H.5 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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- I.1 52.202-1 DEFINITIONS (JAN 2012)**
- I.2 52.203-3 GRATUITIES (APR 1984)**
- I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**
- I.4 52.203-6 RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)**
- I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**
- I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
- I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.10 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**
- I.11 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER MAINTENANCE (JUL 2013)**
- I.12 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.13 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.14 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**
- I.15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**
- I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**
- I.17 52.211-5 MATERIALS REQUIREMENTS (AUG 2000)**
- I.18 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**
- I.19 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.20 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)**
- I.21 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**
- I.22 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**

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I.23 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed TBP or the overtime premium is paid for work—

I.24 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

**I.25 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA
OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**

I.26 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.27 52.216-8 FIXED FEE (JUN 2011)

I.28 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) a fill in “30th”

I.29 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

**I.30 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013) (DEVIATION)-
ALTERNATE II (OCT 2001)**

I.31 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

I.32 RESERVED

I.33 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.34 52.222-3 CONVICT LABOR (JUN 2003)

**I.35 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION (JUL 2005)**

**I.36 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES
(MAR 2012)**

I.37 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.38 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.39 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

I.40 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.41 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.42 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

I.43 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

**I.44 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE
AND CONSTRUCTION CONTRACTS (JULY 2012) FILL-IN (d)**

**I.45 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY
2011) – ALTERNATE I (MAY 2013) AND ALTERNATE II (MAY 2013)**

I.46 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

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- I.47 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)**
- I.48 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**
- I.49 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
- I.50 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
- I.51 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
- I.52 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)**
- I.53 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
- I.54 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)**
- I.55 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**
- I.56 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
- I.57 52.227-11 PATENT RIGHTS—OWNERSHIP BY CONTRACTOR (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11**
- I.58 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007) – ALT II (DEC 2007) and ALT V (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14; ALT II modified as follows:**
- (i) Use (except for manufacture) by support service contractors.
 - (ii) Evaluation by nongovernment evaluators.
 - (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
 - (iv) Emergency repair or overhaul work.
 - (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government
 - (vi) Any Government purpose.
- I.59 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**
- I.60 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)**
- I.61 52.230-2 COST ACCOUNTING STANDARDS (MAY 2012)**
- I.62 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**
- I.63 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
- I.64 52.232-17 INTEREST (OCT 2010)**
- I.65 52.232-22 LIMITATION OF FUNDS (APR 1984)**
- I.66 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)**

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- I.67 52.232-25 PROMPT PAYMENT (JUL 2013) – ALTERNATE I (FEB 2002)**
- I.68 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
- I.69 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)**
- I.70 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**
- I.71 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
- I.72 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
- I.73 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**
- I.74 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
- I.75 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)**
- I.76 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
- I.77 52.242-13 BANKRUPTCY (JUL 1995)**
- I.78 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE V (APR 1984)**
- I.79 52.244-2 SUBCONTRACTS (OCT 2010)**
 (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Professional and Consultant costs as defined in FAR 31.205-33
 (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None
- I.80 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**
- I.81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)**
- I.82 52.245-1 GOVERNMENT PROPERTY (APR 2012)**
- I.83 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**
- I.84 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)**
- I.85 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**
- I.86 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**
- I.87 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)**
- I.88 52.245-9 USE AND CHARGES (APR 2012)**
- I.89 52.248-1 VALUE ENGINEERING (OCT 2010)**
- I.90 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**

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- I.91 52.249-14 EXCUSABLE DELAYS (APR 1984)**
- I.92 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**
- I.93 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)**
- I.94 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)**
- I.95 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**
- I.96 RESERVED**
- I.97 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)**
- I.98 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**
- I.99 1852.219-77 NASA MENTOR-PROTEGE PROGRAM (MAY 2009)**
- I.100 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (MAY 2009)**
- I.101 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 2009)**
- I.102 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)**
- I.103 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)**

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

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

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

Mark the title page with the following legend:

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

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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

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the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

I.104 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.105 1852.243-71 SHARED SAVINGS (MAR 1997)

I.106 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

I.107 52.211-12 LIQUIDATED DAMAGES – CONSTRUCTION (SEPT 2000)

I.108 52.222-6 DAVIS BACON ACT (JUL 2005)

I.109 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

I.110 52.222-8 PAYROLLS AND BASIC RECORDS (JUNE 2010)

I.111 52.222-9 APPRENTICES AND TRAINEES (JUL 2005)

I.112 52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

I.113 52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)

I.114 52.222-12 CONTRACT TERMINATION – DEBARMENT (FEB 1988)

I.115 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

I.116 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

I.117 52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

I.118 RESERVED

I.119 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

I.120 52.227-4 PATENT INDEMNITY-CONSTRUCTION CONTRACTS (DEC 2007)

I.121 RESERVED

I.122 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

I.123 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

I.124 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

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I.122 52.232-5 PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS (SEPT 2002)

I.125 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2008)

(b) (2), second sentence, shall have 30 day period for any financing payments

I.126 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

I.127 52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

I.128 52.236-4 PHYSICAL DATA (APR 1984) (FILL-in below)

Data and information furnished or referred to below is for the Contractor's information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

(a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by _____ [*insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels*].

(b) Weather conditions _____ [*insert a summary of weather records and warnings*].

(c) Transportation facilities _____ [*insert a summary of transportation facilities providing access from the site, including information about their availability and limitations*].

(d) _____ [*insert other pertinent information*].

(End of clause)

I.129 52.236-5 MATERIALS AND WORKMANSHIP (APR 1984)

I.130 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

I.131 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

I.1132 52.236-8 OTHER CONTRACTS (APR 1984)

I.133 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

I.134 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

I.135 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

I.136 52.236-12 CLEANING UP (APR 1984)

I.137 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALT 1 (NOV 1991)

I.138 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

I.139 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

I.140 52.236-17 LAYOUT OF WORK (APR 1984)

I.141 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997 – ALTERNATE I (APR 1984)

I.142 52.242-14 SUSPENSION OF WORK (APR 1984)

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I.143 52.243-4 CHANGES (JUNE 2007)

I.144 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)

I.145 52.248-3 VALUE ENGINEERING-CONSTRUCTION (FEB 2000)

I.146 1852.209-72 COMPOSITION OF THE CONTRACTOR (DEC 1988)

I.147 RESERVED

I.148 1852.232-79 PAYMENT FOR ON-SITE PREPARATORY COSTS (SEPT 1987)

I.149 1852.236-73 HURRICANE PLAN (DEC 1988)

I.150 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For Federal Acquisition Regulation (FAR) clauses, see

<https://www.acquisition.gov/far/index.html>.

For NASA FAR Supplement (NFS) clauses, see

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

(End of clause)

I.151 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the GSFC Procurement Officer shall not be binding until so approved.

(End of clause)

I.152 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

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

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

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

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

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

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(c) Within 15 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 3 calendar days after receipt of the task order.

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

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

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

(End of clause)

I.153 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders, or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period established in Clause F.3 of this contract.

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

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

(End of clause)

I.154 52.216-19 ORDER LIMITATIONS (OCT 1995)

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(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;

(2) Any order for a combination of items in excess of \$20,000,000; or

(3) A series of orders from the same ordering office within 3 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 6 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.155 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 1 year after end of the effective ordering period.

(End of clause)

I.156 OMBUDSMAN (1852.215-84) (NOVEMBER 2011) – ALTERNATE I (JUNE 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When

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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.

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

(End of clause)

I.157 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

I.158 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

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

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

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

(End of clause)

I.159 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

Employee Class	Monetary Wage	Fringe Benefits
Accountant	GS-11 \$47,240	*
Personnel Clerk	GS-04 \$27,990	*
Personnel Clerk	GS-05 \$31,315	*
Payroll Clerk	GS-06 \$34,907	*
Purchasing Agent	GS-05 \$31,315	*
Procurement Clerk	GS-06 \$34,904	*
Facility Management Specialist	GS-07 \$38,790	*
General Equipment Mechanic	WG-10 \$18.52/hr	*
Guard	GS-04 \$27,990	*
Guard	GS-05 \$31,315	*
Machinist	WG-10 \$20.61/hr	*
Secretary	GS-05 \$31,315	*
Secretary	GS-06 \$34,907	*
Engineering Technician	GS-05 \$31,315	*
Engineering Technician	GS-07 \$38,790	*
Engineering Technician	GS-09 \$47,448	*
Engineering Technician	GS-11 \$57,408	*
Computer Specialist	GS-11 \$57,408	*
Custodians	WG-2 \$13.72/hr	*
Laborer/Grounds	WG-2 \$13.72/hr	*
Auto Mechanics	WG-2 \$18.73/hr	*

* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).
2. Annual Leave: Two hours of annual leave each week for an employee with less than three years of service; three hours of annual leave each week for an employee with three but less than fifteen years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.
3. Sick Leave: Two hours of sick leave each week for all employees.
4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act at 7 percent of basic hourly rate (for temporary employees).
5. Retirement: 7.0 percent of basic hourly rates for employees hired through December 31, 1983. Retirement at 1.3 percent for employees hired between 12/31/1983 and 01/01/1987 or have at least a one year break from retirement coverage starting pre-1984. Retirement at 0.8 percent for employees hired on January 1, 1987, through 12/31/2012. Retirement at 3.1 percent for employees hired after 12/31/2012.
- 5a. Matching contributions up to 5% for employees hired after 01/01/1987 into a 401K style plan.
6. Medicare: 1.45 percent of basic hourly rates for all employees.
7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$113,700.

(End of clause)

**I.160 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(52.223-3) (JAN 1997)--ALTERNATE I (JUL 1995)**

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

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(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material **(To Be Proposed)** (If none, insert NONE)

.....
.....
.....

Identification No.

.....
.....
.....

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

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(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)

I.161 OZONE-DEPLETING SUBSTANCES (52.223-11) (MAY 2001)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydro chlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.162 BUY AMERICAN ACT – CONSTRUCTION MATERIALS (52.225-9) (SEP 2010)

(a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply (including construction material) that is—

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- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

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(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

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FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
<i>Item 1:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
<i>Item 2:</i>			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

I.163 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (52.226-1) (JUNE 2000)

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior
Bureau of Indian Affairs (BIA)
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street, NW

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MS-2626-MIB
Washington, DC 20240-4000

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures

(End of clause)

I.164 RIGHTS TO PROPOSAL DATA (52.227-23) (TECHNICAL) (JUN 1987)

Except for data contained on pages To Be Proposed, 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 TBP, upon which this contract is based.

(End of clause)

I.165 TAXES—FOREIGN COST-REIMBURSEMENT CONTRACT (52.229-8) (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of _____ [*insert name of the foreign government*], or from which the Contractor or any subcontractor under this contract is exempt under the laws of _____ [*insert name of country*], shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

I.166 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (52.232-99) (AUG 2012) (DEVIATION)

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a

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proper invoice and all proper documentation from the small business subcontractor.

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

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

(End of clause)

I.167 RESERVED

I.168 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

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

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

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

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

NASA/Goddard Space Flight Center
Wallops Flight Facility
Code 210.W/Attn: Mickey Merritt
Wallops Island, VA 23337

(End of clause)

I.169 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.170 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

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"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

I.171 SMALL BUSINESS SUBCONTRACTING REPORTING (1852.219-75) (MAY 1999)

(a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.

(b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

(End of clause)

I.172 MINIMUM INSURANCE COVERAGE (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

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bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.173 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

I.174 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)

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

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

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

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

(End of clause)

I.175 1852.237-72 ACCESS TO SENSITIVE INFORMATION (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

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training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

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

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

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

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

(End of clause)

I.176 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA 18.52.225-74 (JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

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

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

(c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People's Republic of China under this contract. Any

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Contractor request to use such items shall include adequate information for Government evaluation of the request, including—

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

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

(End of clause)

I.177 ADDITIONAL DATA REQUIREMENTS 52.227-16 (JUNE 1987)

I.178 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT – MAJOR SYSTEMS 52.227-21 (DEC 2007)

I.179 RESERVED

I.180 RIGHTS IN DATA – SPECIAL WORKS 52.227-17 (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-17

I.181 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

I.182 CLAUSES INCORPORATED BY REFERENCE – SECTION I

Clause(s) I.1 through I.102, I.104 through I.128, I.129 through I.149, and I.177 through I.180 in this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**SECTION J OF NNG14436908R
LISTS OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

J.1 LIST OF ATTACHMENTS

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

Attachment	Attachment Title	Date	Number of Pages
A	Statement of Work	12/11/2013	20
B	List of Government –Furnished Property (GFP)	N/A	N/A
B-Part 1	List of NASA's Property	3/15/13	69
B-Part 2	List of NASA's Property	3/15/13	8
B-Part 3	List of NASA's Balloon Inventory	3/18/13	4
B-Part 4	List of Flight Hardware	3/15/13	1
C	Wage Determinations		
	(a) 05-22361 New Mexico (b) 05-2523 Texas	6/25/13 6/25/13	10 10
D	Safety and Health Plan	TBP	TBP
E	Financial Management Reporting Requirements	12/2013	3
F	Direct Labor Rates, Indirect Rates, Fixed Fee/Profit, & Position Qualifications Matrices	TBP	TBP
G	Organizational Conflicts of Interest (OCI) Avoidance Plan	Submitted 30 DACHED	TBP
H	IT Security Management Plan	Submitted 30 DACHED	TBP
I	Small Business Subcontracting Plan	TBP	TBP
J	Reliability and Quality Assurance Plan	Submitted 30 DACHED	TBP
K	Work Breakdown Structure (WBS and WBS Dictionary)	6/22/13	3
L	New Technology Reporting Plan in accordance with 1852.227-70	TBP	TBP
M	Contract Historical Data	Within 30 days of CO's written request	TBP
N	Personal Identity Verification Issuance Procedures	6/22/12	4
O	Applicable Standards and Policy Documents	6/24/13	1
P	Reserved		
Q	Clause Applicability Matrix	7/1/13	13
R	Real Property Manual	7/2013	95

TBP= To Be Proposed

DACHED= Days After Contract Effective Date

(End of text)

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

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

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

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
(A) If the acquisition value is less than \$25,000, the basic provision applies.
(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

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(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

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

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

[Contracting Officer check as appropriate.]

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(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.

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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

(End of provision)

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

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

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

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

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

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

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

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

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

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

K.3 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA REPRESENTATION (FEB 2012)

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

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

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

(End of provision)

K.4 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

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

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

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of provision)

K.5 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

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

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

(End of provision)

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

(a) Definitions –

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

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

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

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

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

entity owned, directed or subsidized by the People's Republic of China. By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.

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

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

ITEM	VENDOR/MANUFACTURER'S COMPANY NAME AND ADDRESS

[List as necessary]

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

(End of provision)

K.7 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (MAY 2012)

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

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

Date of Disclosure Statement: _____

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

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

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

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

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

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REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes No

(End of provision)

K.8 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

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

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (DEC 2012)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)
52.215-22	LIMITATION OF PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACTORS EFFORT (OCT 2009)
52.222.24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46	EVALUATIONS OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
1852.227-84	PATENT RIGHTS CLAUSES (DEC 1989)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (52.215-96) (AUG 2000)

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

Name: Mickey M. Merritt
Phone: 757-824-1592
(Collect calls not accepted)
FAX: 757-824-1974
E-Mail: Mickey.M.Merritt@nasa.gov

*Address: NASA/Wallops Flight Facility
Building E-105, Mail Code 210.I
Wallops Island, VA 23337
Attention: Mickey M. Merritt

*Note: Must be complete, including Mail Code, on all transmittals.

The Government will answer relevant and appropriate questions regarding this solicitation. Any Offeror questions should be submitted as soon as possible.

(End of provision)

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

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Core contract with CPFF and Firm Fixed Price Construction Indefinite Delivery Indefinite Quantity (IDIQ) for task orders from this solicitation.

(End of provision)

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

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

Dock Master
Goddard Space Flight Center/Wallops Flight Facility

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Wallops Island, VA 23337
Building F-19 – Shipping and Receiving Dock
Prominently mark the envelope or package as follows:

Protest: NNG144369008R

Attn: Mickey M. Merritt, Contracting Officer

GSFC Mail Code: 210.I/Bldg E-105

Contracting Officer's Phone Number: 757-824-1592

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

(End of provision)

L.5 SITE VISIT (52.237-1) (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

**L.6 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(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):

Federal Acquisition Regulation (FAR) provisions:

<http://www.acquisition.gov/far/>

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

L.7 PREPROPOSAL/PRE-BID CONFERENCE (1852.215-77) (DEC 1988)

(a) A pre-proposal conference and Industry Day was held after the release of the Draft RFP. A Notice was posted on the FedBizOps Website.

(End of provision)

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L.8 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (52.211-4)(JUN 1988)

Activity: NASA Balloon Operations Contract

Complete address of Procurement Library:

<https://foiaelibrary.gsfc.nasa.gov>

Person to be contacted: Mickey M. Merritt, Contracting Officer
Telephone number: 757-824-1592
E-mail Address: Mickey.M.Merritt@nasa.gov
Time(s) for viewing: Available 24/7 via internet

(End of provision)

L.9 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The Offeror shall submit a detailed Safety and Occupational Health Plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements, 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 hazard(s) warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.10 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

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

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Professional Employees."

- (b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The Offeror shall include the rationale for any conformance procedures used for those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.11 PROTESTS TO NASA (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.

(End of provision)

L.12 INSURANCE -- IMMUNITY FROM TORT LIABILITY (SEPTEMBER 2000)

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract: (a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at FAR 52.228-7, Insurance -- Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance -- Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance -- Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

L.13 PROPOSAL PREPARATION-GENERAL INSTRUCTIONS

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW) – Section J.1, Attachment A and responses to Scenarios 1 and 2. Generally, the proposal should:

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

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and

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integrated into each part of the proposal, as appropriate.

THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE SCENARIOS IN RESPONSE TO THE RFP.

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Hard Copies	CD-ROM Copies
I	Offer Volume	Original plus 3 Hard Copies	2 copies (MS Word)
II	Mission Suitability Volume	Original plus 5 Hard Copies	2 copies (MS Word)
III	Cost Volume	Original plus 2 Hard Copies; 1 copy for DCAA	2 copies (Text in MS Word; Cost data in Excel with formulas)
IV	Past Performance Volume	Original plus 5 Hard Copies	2 copies (MS Word)

(2) "Offerors and proposed significant subcontractors for cost proposal purposes (defined as any subcontractor expected to exceed 15% of proposed Core Requirements value (basic period of performance and all option periods) shall include one (1) separately packaged copy of their Cost Proposal, marked "NNG14436908R/NASA Proposal Evaluation Material", which the Government will forward to their cognizant Defense Contract Auditing Administration (DCAA) office with their audit request.

(3) All pages of Volumes I, II, III, and IV 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. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the Offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel (Windows XP) or Portable Document Format (version 8.0 or greater). Cost/price Exhibits shall use Microsoft Excel 2003 and shall contain all formulas. Electronic files of Volumes I, II, III, and IV should be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software version used, (4) a list of the files contained on the disk and (5) date of the information. The Offeror shall provide written documentation that describes the contents of each CD-ROMs and of each file. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct. The contractor must certify that the electronic medium is virus free.

(5) The format for the Mission Suitability proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section M.4 of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW, scenarios, and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus Offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the Offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

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

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shall specifically address each listed evaluation factor and subfactor.

(b) **PROPOSAL CONTENT AND PAGE LIMITATIONS**

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

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.14	None
Mission Suitability Volume	II	L.15	130
(a) Cover Page, Indices, Proposal Matrix, Acronyms List, Total Compensation Plan, Phase-In Plan, Safety & Health Plan, Small Business Utilization <i>and Position Qualifications</i>			Excluded
(b) Deviations & Exceptions			Excluded
Cost Volume	III	L.16	Mixed
(a) Direct Labor Rates, Indirect Rates, Fixed Fee/Profit and Position Qualifications Matrices (Attachment F)			Excluded
(b) Cost Exhibits			Excluded
(c) Basis of Estimates			2 pages per BOE*
(d) Deviations/Exceptions			Excluded
Past Performance Volume	IV	L.17	Mixed
(a) Information from the Offeror			30 Pages**
(b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/De-scope Information, Small Business Subcontracting Plan History and Deviations & Exceptions, and Termination Information.			Excluded
(c) Deviations & Exceptions			Excluded

* Prime and each individual significant subcontractor

** Prime and each individual significant subcontractor (page limitation is for the total component (prime and subcontractor))

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used.

Volumes I, II, III, and IV shall be submitted in separate three ringed binders. Diagrams, tables, artwork, and photographs may be reduced and if necessary, run in landscape format or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b) (1) above). In addition, the Cost volume of your proposal is not page limited, with the exception of BOEs which are limited as described in the table above. The Cost Volume shall be strictly limited to cost price and Basis of Estimate information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

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(4) The Government intends to evaluate proposals and award the 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 discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.14 OFFER VOLUME

This must be a separate volume.

(a) **STANDARD FORM (SF) 33, OFFEROR FILL-INS AND SECTION K**

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically in accordance with the provision K.1 Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. All SF 33s require original signatures.

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 300 calendar days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions", a different validity period may be proposed by the Offeror.

(2) Provide the names and phone numbers of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) **SUMMARY OF EXCEPTIONS**

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Annual Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical".

Include any new terms, conditions or clauses proposed by the Offeror which are of benefit to the Government. Discuss the benefit to the Government in Volume I, II, III, or IV as appropriate.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

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(c) **ADDITIONAL INFORMATION TO BE FURNISHED**

(1) **Business Systems**

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administrative agency. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative agency for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must demonstrate a convincing basis for using that system as a basis for determining their own adequacy. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system. Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) **Contract Administration**

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) **Responsibility Information**

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) **Government Property**

Section L of this solicitation contains the provisions entitled, "List of Available Government Property" and "Government Property Management Information". These provisions require the submittal of certain information regarding the Offeror's Government property management procedures and if the Offeror intends to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information shall be included in this volume.

(5) **Subcontractor List**

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror's proposal and the contract value associated with each entity.

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(6) Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(7) Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.7, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement.

(8) Organizational Conflict of Interest

In accordance with NFS 1852.237-72, Access of Sensitive Information, within 30 days after contract award, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(9) Other Information to be Provided:

- a. Prime Offerors shall provide Tax Identification Number (TIN) (number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).
- b. Prime Offerors shall identify the task order management system to be used under the contract resulting from this solicitation. The Government has available the Task Order Management System (TOMS) and the Wallops Integrated Institutional Management System (WIIMS) for use. If a different electronic task ordering system will be used to manage Task Orders under this agreement, please identify.

(End of Provision)

L.15 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (APR 2012)

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the Offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

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The Offeror shall provide a list of acronyms used in its proposal. The list should be comprehensive without including extraneous acronyms. All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

Proposals will be evaluated against the requirements specified in this solicitation.

2. Mission Suitability Proposal Format

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A: Technical Approach & Understanding the Requirement
- Subfactor B: Management Approach (Including Safety and Health Plan)
- Subfactor C: Small Business Utilization

The format for the Mission Suitability proposal volume shall parallel, to the greatest extent possible, the format of the evaluation subfactors contained in provision M.4 of this solicitation.

3. Mission Suitability Instructions by Subfactor

Subfactor A – Technical Approach & Understanding the Requirement

The Offeror's technical approach should demonstrate an understanding of the requirements and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address the following sections of the Statement of Work (SOW) in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with the objectives of this procurement: 3.2.8 Aviation/Aircraft Support; 3.3.1 Flight Operations Engineering Support; and 3.3.4 WFF Balloon Engineering Support.

The Offeror's technical approach shall address SOW section 3.3.3 Reliability and Quality Assurance Engineering Support. The Offeror shall explain the approach to ensuring quality services and products throughout the duration of the contract. The Offeror's response shall be documented in a Quality Assurance Approach to be submitted with the proposal. Specifically, the Offeror shall: 1) identify the procedure for continually monitoring, surveilling, identifying and correcting deficiencies; 2) describe the reliability and quality management process; 3) describe its proposed methods (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections); and 4) describe whether the proposed methods are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided.

The Offeror shall address the two scenarios in Enclosure 1.

Scenario #1 - The Offeror shall describe the management, coordination, and operations requirements necessary to support the mission. The Offeror shall identify the required staffing/ skill mix required to conduct the scenario in accordance with the SOW requirements. The Offeror should also discuss the roles and responsibilities of the proposed staffing/skill mix to accomplish the scenario while meeting the SOW requirements. The response shall address all activities associated with the mission upon arrival and until departure with a focus on launch and flight operations. The response shall address support requirements, i.e., personnel, travel, hardware, mission control, and contingency planning germane to the mission. The Offeror shall address aircraft support planning and recovery operations with regard to the mission. The Offeror shall address standard CSBF support systems and vehicles to meet the mission requirements. The Offeror shall describe any non-standard support, operations, or systems in the response.

Scenario #2 – The Offeror shall describe the management and coordination requirements necessary to support the campaign. The Offeror shall identify the required staffing/ skill mix required to conduct the scenario in accordance with the SOW requirements. The Offeror should also discuss the roles and responsibilities of the proposed

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staffing/skill mix to accomplish the scenario while meeting the SOW requirements. The response shall address all notable activities associated with the campaign as well as address competing support requirements during the GFY 16 Antarctic Campaign (October – January). The response shall also address support requirements, i.e., personnel, travel, hardware, mission control, and contingency planning germane to the campaign and each mission, as required. The response shall outline all major deliverables and milestones. Proposed non-standard support or development systems shall be addressed in the response.

The Offeror shall identify the most significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work, unique to the Offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the Offeror. The Offeror's discussion of a risk factor should provide the Offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor B – Management Approach (Including Safety and Health Plan)

The Offeror shall describe its approach for efficiently managing the proposed work. The Offeror shall also discuss the proposed interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated.

The Offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost proposal instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) the basis for selection of the subcontractor, 2) the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed, and 3) the benefits of these arrangements to the Government. 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.

The Offeror shall provide a detailed phase-in plan, see Enclosure 3, phase-in SOW, that addresses, at a minimum, the Offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent contractor during the 62-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing campaign activities and work will be maintained, the Offeror's approach to incumbent capture during field deployment, the proposed management organization, schedule, orientation and training of personnel. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period.

The 62-day phase-in period will be accomplished through the issuance of a separate contract.

Offerors shall provide written position qualifications for the specific labor categories envisioned for this requirement. Offerors need to address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position. All position qualifications will be incorporated into the resultant contract as Attachment F.

The Offeror shall describe the positions considered critical to meet the requirements of the contract. The descriptions shall include the rationale for identifying these positions as critical.

The Offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. The Offeror shall explain the approach for identifying the optimum skill mix and staffing based upon the requirements of the entire SOW and the approach for matching skill mix to services/functions.

The staffing plan shall describe how the Offeror intends to staff this effort and how the approach will allow the Offeror to meet the requirements of this contract. The staffing plan shall include a

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comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

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

In accordance with the Exhibits 13A and 13B "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include Exhibits 13A and 13B but should reference where the information appears in the Cost Proposal.)

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

The Offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The Offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." The Offeror shall discuss its approach to compliance with any applicable physical qualification requirements in support of the Antarctic campaigns.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The Offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

The Offeror's plan shall address their approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

Subfactor C – Small Business Utilization

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

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level.

All Offerors are required to complete the instructions regarding the Commitment to Small Businesses.

(a) Small Business Subcontracting

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

(1) This solicitation contains FAR clause 52.219-9 (DEVIATION)--Alternate II , "Small Business Subcontracting Plan". The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(2) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the, Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value) is as follows:

Small Businesses (SB)	25.5%
Small Disadvantaged Business Concerns (SDB)	4.00%
Women Owned Small Business Concerns (WOSB)	3.00%
Historically Black Colleges and Universities (HBCU)	0.50%
HUBZone Small Business Concerns (HBZ)	0.50%
Veteran Owned Small Business Concerns (VOSB)	1.00%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	0.50%

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

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

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

(6) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

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(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9 (DEVIATION)--Alternate II, Offeror's shall complete Exhibits 17A, 17B, and 17C, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value) and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A PERCENT OF TOTAL SUBCONTRACTS, NOT AS A PERCENT OF Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value), REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value) of \$100M and estimated subcontracts of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
Category	Percent of Total Contract Value	Dollar Value	Percent of Subcontracting Value
Small Business Concerns	25.50 percent	\$12,750,000	51 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	4.0 percent	\$4,000,000	8 percent
Women Owned Small Business Concerns	3.0 percent	\$3,000,000	6 percent
Historically Black Colleges and Universities	0.50 percent	\$500,000	1 percent
HUBZone Small Business Concerns	0.50 percent	\$500,000	1 percent
Veteran Owned Small Business Concerns	1.0 percent	\$1,000,000	2 percent
Service-Disabled Veteran-Owned Small Business Concerns	0.50 percent	\$500,000	1 percent

The Offeror proposes small business subcontracting goals as a percentage of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value) in column A.

Then based on the \$100 million Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value), the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9 (DEVIATION) Alternate II, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 (DEVIATION) Alternate II would be recorded in column C.

(b) Commitment to the Small Business Program

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

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

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

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business (SDB), a women-owned small business (WOSB), a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university (HBCUs), and minority institution of higher education (MIs) in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Mentor Protégé Program.

(End of text)

L.16 COST VOLUME

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

1. Instructions

An important prerequisite for the award of the contract is the prime Offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency (DCAA) offices. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall

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not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 15% of proposed Core Requirements value, defined as basic period of performance and all option periods. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall submit one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume as well as Exhibit 18A. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

NOTE: Offerors MUST use the Government Nonproposed Other Direct Cost (ODC) estimates included in Exhibits 1, 2A, 2B, 2C, 2D, and 2E Addendum to develop your Core Requirements proposed costs. These Nonproposed ODCs are in accordance with Clause B.12, NONPROPOSED COSTS FOR CORE REQUIREMENTS, and are the Government's best estimate of what the actuals will be. During contract performance, there will be no adjustment in the fee(s) of the contract for the Core Requirements should the actuals be different than the total nonproposed cost value for the base period of performance and options 1 and 2, unless a contract modification under the Changes clause of this contract impacts these estimates.

2. Cost Proposal Format

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends

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and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. Provide a detailed narrative explaining the basis of the rates. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in the Core Requirements and all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

(b) DIRECT LABOR AND INDIRECT RATES MATRIX

Offeror shall complete **Attachment F**, Direct Labor Rates, Indirect Rates, Fixed Fee/Profit, and Position Qualifications Matrices, for each Government Fiscal Year (GFY). The direct labor and indirect rates are "not to exceed" bid rates. During contract performance, the Offeror will be permitted to offer costs for task orders to be placed at lower rates than are listed in these matrices in accordance with the "TASK ORDERING PROCEDURE" and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this contract. The labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the IDIQ requirements of the Statement of Work (SOW) and should range from entry level to the most senior level.

In **Attachment F**, the prime Offeror shall propose unburdened direct labor rates for all labor categories in Section 1; all individual bid indirect rates in Section 2, clearly delineating onsite and offsite rates; and rates or factors for cost estimating relationships in Section 3. Onsite is defined as Wallops Flight Facility and Columbia Scientific Balloon Facility (CSBF). Offsite is defined as the Contractor's facility. The Offeror's fee/profit rates included in Section 4 of the matrices shall be used to calculate the fixed fee for performing all CPFF services task orders and the profit on all FFP construction task orders issued under the resultant contract. In Section 5, the Offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor. In Section 6, provide Position Qualifications for all Offeror proposed direct labor categories specified in Section 1 and all significant subcontractors' proposed direct labor categories specified in Section 5.

(c) SUMMARY OF ESTIMATED COST AND FIXED FEE – CORE REQUIREMENTS

Exhibit 1 summarizes the elements of cost and fixed fee, by Government Fiscal Year, for the entire potential five-year Core Requirements period of performance (twenty (20) month Basic, twenty-four (24) month Option 1, and sixteen (16) month Option 2) at Work Breakdown Structure (WBS) Level 2, Core Requirements, based on bid labor and bid indirect burden rates. Government Nonproposed ODC estimates have been provided for certain ODC elements of cost in Exhibit 1 and must be used, as specified, when computing your Core Requirements proposed costs. NOTE: This exhibit is strictly the sum of the two Level 3 Exhibits 2A and 2B listed below.

(d) ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

Offeror shall complete the following exhibits based on bid labor and bid indirect burden rates in accordance with the NASA Balloon Operations Contract WBS and WBS Dictionary (Attachment K) and the Government Nonproposed ODC estimates provide for certain ODC elements of cost as specified in the exhibits:

Exhibit 2A summarizes the elements of cost at WBS Level 3 for Technical, Business Management, and Facilities Support (TBF) for each Government Fiscal Year.

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Exhibit 2B summarizes the elements of cost at WBS Level 3 for Flight Operations and Engineering Support (FOES) for each Government Fiscal Year. NOTE: This exhibit is strictly the sum of the two Level 4 Exhibits 2C and 2D listed below.

Exhibit 2C summarizes the elements of cost at WBS Level 4 for Flight Operations and Engineering Support NOT Directly Related to an Individual Campaign (FOE NOT) for each Government Fiscal Year.

Exhibit 2D summarizes the elements of cost at WBS Level 4 for Flight Operations and Engineering for Campaigns (FOE CAM) for each Government Fiscal Year. NOTE: This exhibit is strictly the sum of the 17 Level 5 Exhibits 2E listed below.

Exhibit 2E summarizes the elements of cost at WBS Level 5 for Individual Campaigns. Offeror shall complete an **Exhibit 2E** for each of the 17 individual campaigns listed in the Baseline Mission Model specified in Section 2.0 of the Statement of Work, Attachment A. The elements of cost for each specific individual campaign shall be bid by Government Fiscal Year.

Exhibit 2E Addendum specifies the Government Nonproposed Other Direct Costs (ODC) elements of cost for each of the 17 individual campaigns by Government Fiscal Year that must be used when computing **Exhibit 2E** costs at WBS Level 5 – Individual Campaigns.

(e) BASIS OF ESTIMATES (BOE)

Offeror shall complete a BOE for the following WBSs ONLY that shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of direct labor hours/costs and all Offeror-proposed Other Direct Costs required for successful performance:

- WBS Level 3 – Technical, Business Management, and Facilities Support (TBF)
- WBS Level 4 – Flight Operations and Engineering Support NOT Directly Related to an Individual Campaign (FOE NOT)
- WBS Level 5 – Individual Campaigns (a BOE shall be provided for each individual campaign – insert specific campaign name and period of performance in exhibit title)

Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours (Regular and Overtime Premium), including: if your estimate was based on similar program(s), in which case, identify and provide a brief 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.
- Complexity factors utilized--all factors must be identified
- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships.
- How subcontracts were estimated. Please note if you have experience with the proposed

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subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format.

- Explanations of how all Offeror-proposed Other Direct Costs were estimated.

BOEs shall be submitted by both the prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(f) CONTRACTOR FISCAL YEAR TO GOVERNMENT FISCAL YEAR RATE CONVERSION EXHIBIT

Exhibit 3 - Summarizes the Offeror's bid rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor Fiscal Year and approved accounting system. Please note that the Government Fiscal Year Composite indirect rates shall match the rates and base of applications proposed in **Section 2 of Attachment F**, Direct Labor Rates, Indirect Rates, Fixed Fee/Profit, and Position Qualifications Matrices.

(g) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 4** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established cost estimating relationship in accordance with your approved accounting system. In this exhibit, the Offeror shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application, estimating approaches, assumptions and base of application. Please note that the Government Fiscal Year Composite CERs shall match the rates or factors proposed in **Section 3 of Attachment F**, Direct Labor Rates, Indirect Rates, Fixed Fee/Profit, and Position Qualifications Matrices.

If all recurring ODCs are included in your indirect expenses, **DO NOT** remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.

(h) PROBABLE SUBCONTRACTS

Offerors shall complete **Exhibit 5** summarizing the activities that the Offeror proposes to subcontract out under all Core Requirements WBSs by Government Fiscal Year.

(i) BALLOONS

Offerors shall complete **Exhibit 6** detailing the proposed balloons and costs bid under WBS Level 4 – FOE NOT only by Government Fiscal Year.

(j) AVIATION/AIRCRAFT EXPENSES

Offerors shall complete **Exhibit 7** detailing the costs associated with aviation and aircraft expenses bid under WBS Level 5 for each individual campaign by Government Fiscal Year (e.g., aircraft, fuel, fees, insurance, etc.).

(k) TRAVEL

Offerors shall complete **Exhibit 8** detailing the proposed travel costs bid under all Core Requirements WBSs by Government Fiscal Year.

(l) TRAINING

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Offerors shall complete **Exhibit 9** detailing the proposed training costs (e.g., tuition, materials, etc.) bid under WBS Level 3 – TBF and WBS Level 4 – FOE NOT by Government Fiscal Year.

(m) OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 10** detailing the Offeror-proposed other direct cost items and costs bid under all Core Requirements WBSs by Government Fiscal Year.

(n) SOURCE OF PERSONNEL

Exhibit 11 shows the Offeror's plans to obtain the required personnel to perform all of the Core Requirements for Government Fiscal Year 15. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

(o) PHASE-IN PLAN

Offeror shall propose the total firm-fixed-price associated with the 62-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibits 12 and 12A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about November 30, 2014.

(p) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibits 13A and 13B**, Fringe Benefits. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(q) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 14 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(r) OVERHEAD (Composition of Burden Pool)

Exhibit 15 shows the details of the expenses in the overhead pool by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one overhead pool is proposed, a separate **Exhibit 15** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(s) GENERAL AND ADMINISTRATIVE (G&A) (Composition of Burden Pool)

Exhibit 16 shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one G&A pool is proposed, a separate **Exhibit 16** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

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(t) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the Offeror shall complete **Exhibits 17A, 17B, and 17C**, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value) and a percent of **TOTAL PLANNED SUBCONTRACTS**. **Exhibit 17A** shows a breakdown of the proposed goals for the basic contract period, **Exhibit 17B** shows the proposed goals for each individual option period, and **17C** summarizes the proposed goals for the total contract (basic period plus both option periods).

(u) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 18A and 18B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offeror must ensure that the information provide is current and accurate.

3. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of provision)

L.17 PAST PERFORMANCE VOLUME (MAR 2012)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

The Prime Offeror shall provide its Small Business Subcontracting Plan history; provide latest Summary Subcontract Report (SSR) (formerly known as the SF 295 report) and supporting rationale (Excluded from the page limitation).

The Prime Offeror shall provide its safety performance and a record of the company's OSHA recordable injuries and illnesses for the past 3 years.

The Prime Offeror shall list any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$1M that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most

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related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$1M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the Offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M (25% of \$16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc., all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime Offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc.) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime Offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance,

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the total amount of cost/fee incurred by the Offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) (formerly known as the SF 294 report) and supporting rationale (Excluded from the page limitation).

(b) **PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)**

The Offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 19 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

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The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA GSFC Wallops Flight Facility
Attn: Mickey M. Merritt,
Bldg. E-105, Code 210.I
Wallops Island, VA 23337
Telephone: 757-824-1592
FAX: 757-824-1974

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

L. 18 PROPOSAL MARKING AND DELIVERY (NOV 2012)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

"NASA/Wallops Flight Facility
Wallops Island, VA 23337
Building F-19 — Shipping and Receiving
Solicitation Number NNG14436908R
Attn: Mickey M. Merritt, Contracting Officer
Building E105
PROPOSAL—DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING F-19 SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)"

2. Designated Receiving Office

The designated receiving office for proposals is Building F-19 Shipping and Receiving, Wallops Flight Facility, which must be accessed from the front Gate of Wallops Flight Facility. Proposals must be received at the designated receiving office no later than the date and time stated on the solicitation face page.

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Building F-19 Shipping and Receiving is open from 8:00AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the Wallops Flight Facility receiving function, which includes mailroom operations. Proposals must be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to Building F-19 Shipping and Receiving. Wallops Flight Facility badges, escorts, etc., are required for access to Building F-19 and it is the sole responsibility of the Offeror to request access from the Contracting Officer, if needed. The Government will not be responsible for Offeror's not officially requesting access from the Contracting Officer at least 7 days in advance of the date and time stated on the solicitation face page if access to Wallops Flight Facility is required for delivery of a proposal.

3. Methods of Proposal Delivery

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

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

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

If proposals are going to be delivered by a company employee or other individual that does not currently have badged access to Goddard Space Flight Center:

- a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

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

(End of provision)

L.19 EXHIBITS AND ENCLOSURES

Exhibits

Exhibit – 1: Summary of Estimated Cost and Fixed Fee –WBS Level 2-Core Requirements

Exhibit 2A: Elements of Cost by Work Breakdown Structure (WBS); WBS Level 3 – Technical, Business Management & Facilities Support (TBF)

Exhibit 2B: Elements of Cost by Work Breakdown Structure (WBS); WBS Level 3 – Flight Operations & Engineering Support (FOES)

Exhibit 2C: Elements of Cost by Work Breakdown Structure (WBS); WBS Level 4 – Flight Operations & Engineering NOT Directly Related to an Individual Campaign (FOE NOT)

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Exhibit 2D: Elements of Cost by Work Breakdown Structure (WBS); WBS Level 4 – Flight Operations & Engineering for Campaigns (FOE CAM)

Exhibit 2E: Elements of Cost by Work Breakdown Structure (WBS); WBS Level 5 – Individual Campaign

Exhibit 2E Addendum: Government Nonproposed Other Direct Costs (ODC) Elements of Cost; WBS Level 5-Individual Campaign

Exhibit 3: Summary of Indirect Rates

Exhibit 4: Summary of Recurring Other Direct Costs (ODCs)

Exhibit 5: Probable Subcontractors

Exhibit 6: Balloons (Bid under WBS Level 4 – FOE NOT only)

Exhibit 7: Aviation/Aircraft Expenses (Bid under WBS Level 5- Individual Campaigns only)

Exhibit 8: Travel

Exhibit 9: Training (Bid under WBS Level 3 – TBF and WBS Level 4 – FOE NOT)

Exhibit 10: Other ODCs

Exhibit 11: Source of Personnel (First Government Fiscal Year)

Exhibit 12: Phase-In Costs

Exhibit 12A: Direct Labor Phase-In Costs

Exhibit 13A: Fringe Benefits (Exempt)

Exhibit 13B: Fringe Benefits (Non-Exempt Employees)

Exhibit 14: Productive Work Year Calculation

Exhibit 15: Overhead (Composition of Burden Pool)

Exhibit 16: G&A (Composition of Burden Pool)

Exhibit 17A: Small Business Subcontracting Plan Goals – Basic Contract Only

Exhibit 17B: Small Business Subcontracting Plan Goals – Options 1 and 2 Only

Exhibit 17C: Small Business Subcontracting Plan Goals – Basic Contract Plus Options 1 and 2

Exhibit 18A: Cognizant DCAA Office Information

Exhibit 18B: Cognizant Defense Contract Management Agency Office Information

Exhibit 19: Past Performance Questionnaire

Enclosures

Enclosure 1 – Scenarios 1 and 2

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Enclosure 2 – Government Surveillance Plan

Enclosure 3 – Phase-In Statement of Work

Enclosure 4 – Position Descriptions

L.20 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JANUARY 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, 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 Industry Day.

(End of provision)

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L.21 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)

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

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
See Attachment B						

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

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
None						

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

(End of provision)

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**M.1 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (52.222-46)
(FEB
1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

M.2 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

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(b) The following special standards of responsibility have been established for this procurement: NONE

(End of provision)

M.3 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

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

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

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

3. Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and Past Performance Factor. As individual factors, the Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

M.4 MISSION SUITABILITY EVALUATION FACTOR

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The Offeror's justification for the proposed resources will be considered in this evaluation. If the Offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of, or commitment to, the requirements.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A-Technical Approach & Understanding the Requirement

The Offeror's technical approach and techniques and procedures will be evaluated to ensure efficiency and effectiveness in providing services in a timely and cost effective manner. The Offeror's technical approach, as well as its understanding of inherent problems, addressing SOW sections: 3.2.8 Aviation/Aircraft Support; 3.3.1 Flight Operations Engineering Support; and 3.3.4 WFF Balloon Engineering Support will be evaluated for adequacy and effectiveness.

The Offeror's technical approach for SOW section 3.3.3 Reliability and Quality Assurance Engineering Support will be evaluated for adequacy and effectiveness. The Offeror's approach to ensuring quality services and products throughout the duration of the contract will be evaluated for adequacy and effectiveness. The Offeror's procedure for continually monitoring, surveilling, identifying and correcting deficiencies will be evaluated for adequacy and effectiveness; 2) the Offeror's reliability and quality management process will be evaluated for adequacy and effectiveness; 3) the Offeror's proposed methods

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(i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) will be evaluated for adequacy and effectiveness; and 4) the Offeror's methods, whether subjective or objective, and the identified quality, quantity, and timeliness of the services to be provided will be evaluated for adequacy and effectiveness.

For Scenario #1 - the Offeror's management, coordination, and operations requirements necessary to support the mission will be evaluated for adequacy. The Offeror's identified staffing/ skill mix required to conduct the scenario in accordance with the SOW requirements will be evaluated for reasonableness and effectiveness. The Offeror's discussion on the roles and responsibilities of the proposed staffing/skill mix to accomplish the scenario while meeting the SOW requirements will be evaluated for reasonableness and effectiveness. The activities associated with the mission upon arrival and until departure with a focus on launch and flight operations will be evaluated for effectiveness. The support requirements, i.e., personnel, travel, hardware, mission control, and contingency planning germane to the mission will be evaluated for adequacy. The Offeror's aircraft support planning and recovery operations with regard to the mission will be evaluated for adequacy and effectiveness. The standard CSBF support systems and vehicles to meet the mission requirements will be evaluated for adequacy. The non-standard support, operations, or systems in the response will be evaluated for adequacy and effectiveness.

For Scenario #2 – The Offeror's proposed management and coordination requirements necessary to support the campaign will be evaluated for efficiency and effectiveness. The Offeror's identified staffing/ skill mix required to conduct the scenario in accordance with the SOW requirements will be evaluated for reasonableness and effectiveness. The Offeror's discussion on the roles and responsibilities of the proposed staffing/skill mix to accomplish the scenario while meeting the SOW requirement will be evaluated for reasonableness and effectiveness. The activities associated with the campaign as well as the approach to addressing competing support requirements during the GFY 16 Antarctic Campaign (October – January) will be evaluated for effectiveness. The Major deliverables and milestones will be evaluated for adequacy. The support requirements, i.e., personnel, travel, hardware, mission control, and contingency planning germane to the campaign will be evaluated for efficiency and effectiveness. Non-standard support or development systems will be evaluated for adequacy and effectiveness.

The Offeror's most significant potential risks under this contract and risk management techniques that will be used to manage identified risks during contract performance will be evaluated for effectiveness. The Offeror's discussion of a risk factor and the Offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation will be evaluated for adequacy and effectiveness.

Subfactor B -Management Approach (Including Safety and Health Plan)

The Offeror's approach for efficiently managing the proposed work will be evaluated for effectiveness and adequacy. The Offeror's discussion of the interrelationships of technical management, business management, and subcontract management will be evaluated for effectiveness and completeness. The Offeror's delineated interfaces with NASA personnel will be evaluated for reasonableness.

The Government will evaluate the Offeror's strategy for using significant subcontractors, including its basis for selecting subcontractors, the nature and extent of the work to be performed by the subcontractor, including the proposed split in functionality between the prime offeror and the proposed subcontractors in meeting the SOW requirements, and the benefits of the proposed approach to the Government for adequacy and effectiveness. The Offeror's approach to the functional split of responsibilities, including the potential percentages of work to be performed, between the prime and subcontractor(s) will be evaluated for effectiveness. The Offeror's plan for addressing problems that arise as a result of the proposed organization structure and/or due to poor or non-performance of the subcontracted portion of the contract will be evaluated for adequacy and effectiveness.

The Phase-In Plan will be evaluated for its effectiveness, and the risks to the Government in ensuring continuity and a smooth transition with the incumbent contractor during the 62-day phase-in period. The Government will evaluate how well the Offeror's plan assures that the SOW requirements can be met at the

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conclusion of the phase-in period. The Offeror's approach for maintaining ongoing work, the proposed management organization, schedule, staffing plan, orientation and training of personnel will be evaluated for effectiveness and completeness. Any assumed dependency on the incumbent contractor will be evaluated for reasonableness. The extent of involvement of NASA personnel during the phase-in period will be evaluated for reasonableness.

The Offerors's position qualifications will be evaluated for completeness in addressing all written position qualifications for the specific labor categories envisioned for this requirement. The Offeror's minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position will be evaluated for adequacy and effectiveness. The Offeror's position titles and to whom the positions report will be evaluated for reasonableness and effectiveness.

The Government will evaluate the Offeror's rationale for identifying certain positions as critical positions for adequacy and reasonableness and to ensure an understanding of requirements and the nature of the work.

The Offeror's staffing plan will be evaluated on whether the staff requirements identified in the organization chart are reasonable and adequate. The Offeror's approach for identifying the optimum skill mix and staffing based upon the requirements of the SOW and the approach for matching skill mix to services/functions will be evaluated for adequacy and effectiveness. The Offeror's staffing plan and recruiting plan and identified critical skills will be evaluated for its demonstrated understanding of the skill mix, the levels of expertise, and necessary critical skills, and for its distribution and effective use of the work force necessary to support this requirement. The Offeror's comprehensive hiring plan will be evaluated for effectiveness and completeness. The Offeror's source of personnel will be evaluated for reasonableness for meeting the core services requirement. The Offeror's approach to recruit staff not currently in the company employment will be evaluated for effectiveness and adequacy. The Offeror's backup plan that describes the approach it would take if the primary staffing approach was not successful will be evaluated for adequacy and effectiveness.

The Government will evaluate the Offeror's Total Compensation Plan to determine if it reflects a sound management approach and understanding of the contract requirements. The total compensation plan will be evaluated for the Offeror's ability to provide uninterrupted high-quality work. The total compensation plan will be evaluated for its expected impact on recruiting and retention and its realism. The Plan will be evaluated to determine if the compensation levels proposed reflect a clear understanding of the work to be performed and that the capability of the proposed compensation is structured to obtain and keep suitably qualified personnel to meet mission objectives. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

The Government will evaluate the adequacy of the Offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use. The Offeror's Safety and Health Plan will also be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well-being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The Offeror's plan for handling hazardous materials identified in the Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

Subfactor C-Small Business Utilization

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The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9 (DEVIATION)--Alternate II, "Small Business Subcontracting Plan," applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be on the basis of the TOTAL CONTRACT VALUE. (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 20% unilateral adjustment to the Maximum Ordering Value)

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "high technology". NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, participation in the Mentor Protégé program, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

2. Weights and Scoring

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

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

Subfactor A: Technical Approach & Understanding the Requirement	600
Subfactor B: Management Approach (Including Safety and Health Plan)	300
Subfactor C: Small Business Utilization	<u>100</u>
	1,000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a

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subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis.

3. Evaluation Findings

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

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

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

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

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

Significant Strength – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

M.5 COST EVALUATION FACTOR

The proposed costs of the Core Requirements (basic and all option periods) along with the rates proposed in Attachment F Direct Labor Rates, Indirect Rates, Fixed Fee/Profit, and Position Qualifications Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost”.

Both the “proposed and probable cost” will reflect the Offeror’s proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

For purposes of selection, the total proposed and probable costs, comprised of the phase-in price and the Core Requirements costs (inclusive of all options), the proposed IDIQ rates, and any costs risk associated with the proposal will be considered.

(End of provision)

M.6 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)

An Offeror’s past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime offeror references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “Offeror” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated

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and attributed to the Offeror. The past performance of any Offeror will be compared to the work proposed to be performed by that entity, and weighted accordingly in assessing the overall level of confidence rating for past performance. The past performance of the prime offeror will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual total cost/fee incurred of at least \$1M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual total cost/fee of \$1M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual total cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum total cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the Offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the Offeror will receive a "Neutral" rating. However, an Offeror with favorable, recent, and relevant past performance that meets the minimum cost/fee expenditures indicated above may be considered more favorably than an Offeror with no relevant past performance information.

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The Government will consider an Offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the Offeror.

The overall confidence rating assigned to an Offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

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

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

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

High Level of Confidence

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

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

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

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Neutral

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

(End of provision)