SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE	OF PAGES
	DO-C9	1	113

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	NNK13447748R	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	05/13/2013	4200447748

7. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
OP-ES, Kennedy Space Center, FL 32899

8. ADDRESS OFFER TO *(If other than item 7)*
NASA/KSC
MAIL CODE: SEB-2 / KLXS-II, ATTN: MARY KISS
KENNEDY SPACE CENTER, FL 32899

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

SOLICITATION

9. Sealed offers in original and SEE INSTRUCT copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in SEE INSTRUCTIONS IN SECTION L until NOON *(Hour)* local time 06/26/2013 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	MARY KISS	321	867	5410	mary.kiss-1@nasa.gov

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)

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

15A. NAME AND ADDRESS OF OFFER-OR — CODE ____ FACILITY ____

16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

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

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

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SECTION B – Supplies or Services/Prices

B.1 1852.216-74 ESTIMATED COST AND FIXED FEE. (DEC 1991)

The estimated cost of this contract is TBD exclusive of the fixed fee of TBD. The total estimated cost and fixed fee is TBD.

(End of clause)

B.2 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)

B.3 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with Attachment J.01, KLXS-II Performance Work Statement (PWS).

The total labor hours for the core effort for each contract period are identified in Table B.3-1 below. The hours by labor category for the core effort will be included in Attachment J.08, Core Effort Labor Hours CLINs 0001 – 0005 (both to be filled in at contract award).

Table B.3-1 – (applicable to CPFF Core Effort-CLINS 0001-0005)

Description	Base*	Option 1	Option 2	Option 3	Option 4	Summary Total
Labor Hours	TBD	TBD	TBD	TBD	TBD	TBD

*The base period encompasses 20 months as follows: Part 1 consists of the last 8 months of GFY14. Part 2 aligns with GFY15.

TOTAL CONTRACT VALUE SUMMARY

The following table (Table B.3-2) is a summary of the contract value by CLIN. Offerors shall fill in their costs in Table B.3-2, Total Contract Value Summary Table, below and also fill in the individual contract value table for the Contract Value for Core Effort-CPFF (Table B.4-1) in their proposal submission as part of Volume IV Cost - Model Contract. Note: At award, the contract value of the ID/IQ CPFF task orders (CLIN 0006) will be $0.00.

Table B.3-2 – Total Contract Value Summary

Contract Line Item	Cost (NEC)	Fee	Total
Core Effort -CPFF (From Table B.4-1)			
CLIN 0001 - CPFF-Base Period (20 mos)	$	$	$
CLIN 0002 - CPFF Option 1	$	$	$
CLIN 0003 - CPFF Option 2	$	$	$
CLIN 0004 - CPFF Option 3	$	$	$
CLIN 0005 - CPFF Option 4 (4 mos)	$	$	$
CLIN 0006 - ID/IQ CPFF Task Orders (to be updated periodically from attachment J.11)	TBD	TBD	TBD

(a) During the term of the contract, the Contractor is obligated to provide not less than 95%, and not more than 105% of the total labor hours as specified in Table B.3-1 (subject to available funding), unless directed by the Contracting Officer.

(b) Any adjustment to the Negotiated Estimated Cost (NEC) and fee of this contract resulting from changes in requirements of the core effort shall be contingent upon the following: No adjustment to the estimated cost and fee will be made unless the Contractor submits adequately detailed supporting data in writing to the Contracting Officer demonstrating increased actual requirements compared to the hours identified in Table B.3-1 for each contract period. The increased requirements must have resulted in a 5% or greater increase to total direct labor hours reflected in Table B.3-1 for the specific contract period in which the increase occurred. Similarly, for decreased requirements, no adjustment to the NEC and fee will result unless the decreased labor hours identified for that period resulted in a 5% or greater decrease from those specified in Table B.3-1.

(c) Labor hours are those productive hours expended by contractor personnel performing work under this contract that are charged as direct labor under the Contractor's established accounting policy and procedures. The term does not include sick leave, vacation leave, or any type of administrative leave but does include direct labor hours provided under subcontracts.

(d) The fee is based upon the furnishing of at least the specified minimum number of direct labor hours (see paragraph B.3(b)), including subcontract hours for each period. If the Contractor provides less than the minimum specified number of hours at expiration of the contract term, even when the contractor has otherwise satisfactorily performed the contract requirements, the Contracting Officer will unilaterally make an equitable downward adjustment to the contract fee. The downward adjustment in fee will be based upon the difference between the minimum direct labor hours specified under this clause and the amount of direct labor hours provided by the Contractor. Nothing in this clause affects the Government's rights under the termination clause of this contract.

(End of clause)

B.4 CONTRACT VALUE FOR CORE EFFORT (CPFF) (CLINS 0001-0005)

The table below summarizes the CPFF for the Core Effort in CLINS 0001-0005 as follows:

Table B.4-1 – Contract Value for Core Effort (CPFF)

Description	Period of Performance	Subtotal Costs (excludes Travel ODC* & Fee)	Fixed Fee (Rate x Costs)	Other Cost Elements		Total CPFF Costs
				Travel	ODC*	
Base Period (20 mos) CLIN 0001(offeror to show separate price for each GFY in base)	02/01/14-09/30/14	$	$	$66,667	$66,667	$
	10/01/14-09/30/15	$	$	$ 103,000	$ 103,000	$
Option Period 1 CLIN 0002	10/01/15-09/30/16	$	$	$106,090	$106,090	$
Option Period 2 CLIN 0003	10/01/16-09/30/17	$	$	$109,273	$109,273	$
Option Period 3 CLIN 0004	10/01/17-09/30/18	$	$	$112,551	$112,551	$
Option Period 4 CLIN 0005 (4 mos)	10/01/18-01/31/19	$	$	$38,642	$38,641	$
Cumulative Total (Base and Options 1-4 (TOTAL CPFF Costs for CLINS 0001-0005)		$	$	$536,223	$536,222	$

* ODC – any other direct cost aside from travel

The above amounts for “Travel” and “ODC” are the Government's standardized values for each contract period. If the actual cost of either Travel or ODC varies by more than 10% from the standardized value in a given contract year, then an adjustment to the estimated cost of the contract may be negotiated. These costs are not subject to fee per Section B Clause B.7(b), Special Cost Requirements. Any adjustment to these costs shall not include an adjustment to the fixed fee. Any such adjustment in estimated cost will be subject to the terms of the “Limitation of Cost” or “Limitation of Funds” clause hereof, whichever is applicable.

(End of clause)

B.5 INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (ID/IQ) SERVICES (CLIN 0006)

The Government may order Indefinite-Delivery/Indefinite-Quantity (ID/IQ) services at any time after contract start, in accordance with the procedures set forth in Section H.14 Clause, NFS 1852.216-80 Task Ordering Procedure and Section I.120, FAR Clauses 52.216-18 Ordering, I.121, 52.216-19 Order Limitations, and I.122, 52.216-22 Indefinite Quantity of this contract. The Government will define the overall requirements of each order, including intermediate and final deliverable end items, and decide the respective responsibilities of each organization participating in the effort. The Contractor shall only accept task orders issued by the Contracting Officer.

The Contractor shall utilize the fully burdened rates shown in Attachment J.09, Task Order Pricing Rates, for pricing task orders. The Contractor shall segregate fee bearing costs from non-fee bearing costs as identified in Section B, Clause B.7(b).

A summary of task orders issued is listed in Attachment J.11, Task Order Summary.

(End of clause)

B.6 CONTRACT FUNDING

For purposes of payment of cost in accordance with Clause I.80, FAR 52.232-22 Limitation of Funds, the amounts obligated by the Government to this contract and the period through which these amounts are estimated to be adequate are specified and allocated in Table B.6-1, Contract Funding.

Table B.6-1 – Contract Funding

As of MOD	Contract Value	Funded Cost	Funded Fee	Total Funded Cost & Fee	Adequate Through
Contract					
Total	TBD	TBD	TBD	TBD	TBD

(End of clause)

B.7 SPECIAL COST REQUIREMENTS

The Contractor will be reimbursed for all allowable, allocable and reasonable expenditures incurred in the performance of work under Section B, Clause B.3, Supplies and/or Services to be Provided, of this contract subject to the following limitations:

(a) Provisional Indirect Billing Rates:

(1) Provisional billing rates for indirect cost pools will be set at the discretion of the Contracting Officer based upon proposals from the Contractor and following review by Government auditors as identified in Table B.7-1, Provisional Indirect Billing Rates. These provisional billing rates may be revised either retroactively or prospectively by the Contracting Officer. Ninety (90) days prior to each Government fiscal year, the Contractor shall submit a proposal for the coming year's provisional billing rates. If during the course of any particular year a significant disparity arises between the approved provisional billing rates and the actual rates, the Contractor may submit a proposal requesting consideration for revision of the provisional rates.

(2) Not withstanding paragraph (a)(1) above and the terms of Section I Clause 30, FAR 52.216-7, Allowable Cost and Payment, the provisional indirect rates will be examined at the conclusion of each contract period and, if necessary and warranted in the judgment of the Contracting Officer, may be adjusted upward or downward for future years.

Table B.7-1 – Provisional Indirect Billing Rates

GFY	Fringe Rate*	Overhead Rate*	G&A Rate*
2014	%*	%*	%*
2015	%*	%*	%*
2016	%*	%*	%*
2017	%*	%*	%*
2018	%*	%*	%*
2019	%*	%*	%*

* To be completed by offeror as part of the Model Contract. Note: Additional columns/rows may be added to capture appropriate indirect rates consistent with the Offeror's cost accounting system.

The basis of application for the provisional indirect rates specified in paragraph (a) (Fringe, Overhead and General & Administrative (G&A)) of this clause are as follows:

Fringe Rate:	*
Overhead Rate:	*
G&A Rate:	*

* To be completed by offeror as part of the Model Contract. Note: Additional columns/rows may be added to capture appropriate indirect rates consistent with the Offeror's cost accounting system.

(b) Costs Not Subject to Fee

The Contractor shall not apply fee to the non-labor cost of the following items: equipment, special tooling, special test equipment, materials and supplies (including materials and supplies procured through subcontracts), interdivisional transfers (material only), relocation costs, leases, software licenses, maintenance agreements, travel and training.

(c) Contract Expiration and Severance Pay

Severance pay shall be allowable as provided by FAR 31.205-6(g). However, termination of employment related to contract or task order expiration shall not be considered to be an involuntary termination as defined by FAR 31.205-6(g). Accordingly, any payment in addition to regular salaries and wages that is made as a result of or in connection with the expiration of any basic, option, or extended period of contract or task order performance shall be an unallowable cost. Any termination effective within 60 days of contract or task order expiration shall be presumed to be a result of or in connection with such expiration.

(End of clause)

B.8 MINIMUM/MAXIMUM ID/IQ (CPFF) POTENTIAL CONTRACT VALUE (Task Orders – CLIN 0006)

The minimum amount of ID/IQ work required to be ordered under this contract is $0. The maximum amount of ID/IQ work which may be required under this contract is $46M; the maximum amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task orders issued during the period of the contract which is from February 1, 2014 through September 30, 2015 (or if all options are exercised, February 1, 2014 through January 31, 2019). The period of performance for the ID/IQ CPFF task orders (CLIN 0006) shall be delineated within each task order upon issuance.

(End of clause)

B.9 RATE TABLE FOR PRICING ID/IQ CPFF TASK ORDERS (Task Orders – CLIN 0006)

The purpose of this clause is to set forth the fully burdened rates (including direct labor and indirect costs), travel and fee rate (shown separately on Attachment J.09, Task Order Pricing Rates) to be used in subsequent pricing for the ID/IQ task orders in this contract in accordance with the task order procedures set forth in paragraph H.14 Task Ordering Procedure of this contract. The minimum and maximum ordering limitations are specified under Section I, clause I.121, Order Limitations. For informational purposes, the form that will be utilized for the issuance of task orders is Optional Form 347, Order for Supplies and Services.

(End of clause)

SECTION C – Description/Specifications

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the items or services specified in Section B in accordance with Attachment J.01, KLXS-II Performance Work Statement (PWS).

(End of clause)

C.2 DATA REQUIREMENT DESCRIPTIONS (DRD)

(a) The Contractor shall furnish all data identified and described in Attachment J.02, Data Requirement Descriptions (DRDs). All costs associated therewith are included in the estimated cost of the contract.

(b) The Government reserves the right to delay the date of delivery of any or all DRDs specified in the DRL and such right may be exercised at no increase in the estimated cost. The Government also reserves the right to terminate the requirement for any or all DRDs specified in the DRL. In the event the Government exercises this latter right, the estimated cost shall be decreased in accordance with FAR 52.243-2 “Changes – Cost Reimbursement (Alternate I).”

(c) To the extent that data required to be delivered under a DRD is also required to be delivered under another clause of the contract, the requirements established by both the DRD and such other contract clause shall apply. In the event of a conflict between the data requirements of the DRD and another contract clause, the contract clause shall take precedence.

(d) Nothing contained in this clause relieves the Contractor from delivering data that is not identified in a DRD, but required under another clause or section of the contract.

(End of clause)

SECTION D – Packaging and Marking

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

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

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

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

(End of clause)

SECTION E – 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 re-performance, 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)

SECTION F – Deliveries or Performance

F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F

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

(End of clause)

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

F.3 PERIOD OF PERFORMANCE

The period of performance of this contract is this CPFF Core Effort is as follows:

Base Period:	February 1, 2014 - September 30, 2015
Option Period 1:	October 1, 2015 - September 30, 2016
Option Period 2:	October 1, 2016 - September 30, 2017
Option Period 3:	October 1, 2017 - September 30, 2018
Option Period 4:	October 1, 2018 - January 31, 2019

(End of clause)

F.4 PLACE OF PERFORMANCE – SERVICES

The services to be performed under this contact shall be performed at the following location(s): The place of performance for this contract shall primarily be at the John F. Kennedy Space Center (KSC) and surrounding vicinities and such other locations that may be required to perform the PWS requirements.

(End of clause)

F.5 OPTION TO EXTEND

In accordance with FAR clause I.124, 52.217-9, “Option to Extend the Term of the Contract” of this contract, the contracting officer may exercise the option(s) by issuance of a unilateral contract modification.

(End of clause)

SECTION G – Contract Administration Data

G.1 CLAUSES INCORPORATED BY REFERENCE – SECTION G

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

(End of clause)

G.2 1852.223-71 FREQUENCY AUTHORIZATION. (DEC 1988)

G.3 1852.227-70 NEW TECHNOLOGY. (MAY 2002)

G.4 1852.227-85 INVENTION REPORTING AND RIGHTS – FOREIGN. (APR 1986)

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

G.6 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)

G.7 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)

G.8 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:

Financial Management Division (FMD) Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-779-6772

(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:

Mailing address to be provided at time of contract award.

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

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

(iii) Copy 3 Contractor

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Project management office.

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

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

Financial Management Division (FMD) Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-779-6772

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract. A concurrent copy will be provided to the NASA Contracting Officer.

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

(End of clause)

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

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

New Technology Representative
Mail Code: AD-T
NASA John F. Kennedy Space Center
Kennedy Space Center, FL 32899

Patent Representative
Mail Code: CC
NASA John F. Kennedy Space Center
Kennedy Space Center, FL 32899

Additional information may be obtained at the following website:

http://technology.ksc.nasa.gov/contact.htm

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

(End of clause)

G.10 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)

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

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

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

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.

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

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

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

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

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

(End of clause)

G.11 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT. (JAN 2011) ALTERNATE I (JAN 2011)

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

Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

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

(i) Justify the need for the property;

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

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

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

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

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

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

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

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

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

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

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

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

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the Contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(End of clause)

G.12 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011)

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

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

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

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

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the Contractor shall be liable for property lost, damaged, destroyed or stolen by the Contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

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

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

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

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

(c) The following property and services are provided:

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

(2) Office furniture.

(3) Property listed in (not applicable).

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: Cafeteria privileges for Contractor employees during normal operating hours.

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

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

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

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.13 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2011)

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: NASA/KSC, ATTN: Industrial Property Officer, Mail Code: OP-OS, Kennedy Space Center, FL 32899 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.14 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS. (JAN 2011)

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

(1) NPD 8800.14, Policy for Real Property Management.

(2) NPR 8831.2, Facility Maintenance Management.

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

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

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

(End of clause)

G.15 MANAGEMENT AND PROTECTION OF DATA

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

(1) data submitted to the Government with limited rights or restricted rights notices

(2) data of third parties which the Government has agreed to handle under protective arrangements; and

(3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

(1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;

(2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of clause)

G.16 EQUAL EMPLOYMENT OPPORTUNITY REPORTING

The Contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs. This report may be provided either electronically or in hard copy.

(End of clause)

G.17 GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM (GIDEP)

In accordance with NPR 8735.1 (Procedures for Exchanging Parts, Materials, and Safety Problem Data Utilizing Government-Industry Data Exchange Program and NASA Advisories), the Contractor shall review all GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories to determine if they affect the Contractor's products/and or services provided to the Government. For GIDEP ALERTS, GIDEP SAFE-ALERTS, GIDEP Problem Advisories, GIDEP Agency Action Notices, and NASA Advisories that affect the Contractor's products and services provided to the Government, the Contractor shall take action to eliminate or mitigate any negative effect.

The Contractor shall generate applicable failure experience data report(s) (GIDEP ALERT, GIDEP SAFE-ALERT, GIDEP Problem Advisory) in accordance with the requirements of GIDEP S0300-BT-PRO-010 and S0300-BU-GYD-010 whenever failed or nonconforming items, available to other buyers, are discovered during the course of the Contract.

The Contractor shall insert this section in any subcontract for supplies hereunder exceeding $500,000.00 or supplying safety critical item(s) as identified by the Contract. When so inserted, the words, “Contractor” should be changed to “Subcontractor,” and “Government” should be changed to “Customer.”

(End of clause)

SECTION H – Special Contract Requirements

H.1 CLAUSES INCORPORATED BY REFERENCE – SECTION H

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

(End of clause)

H.2 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

H.3 1852.223-72 SAFETY AND HEALTH. (SHORT FORM) (APRIL 2002)

H.4 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002)

H.5 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING. (JUL 2003)

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

(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 Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

H.7 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006) – ALTERNATE II (DEC 2005)

H.8 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)

H.9 1852.247-71 PROTECTION OF THE FLORIDA MANATEE. (MAR 1989)

H.10 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)

H.11 KSC 52.236-130 FACILITY PROJECT REQUIREMENTS (JUN 2008)

H.12 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DEC 1988)

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

(b) The nature of this conflict is the KLXS-II will be closely aligned with the Government to provide program management support and may be in a position to review/analyze/develop labor and cost estimates and requirements for GSDO. The Contractor selected for this services effort will be prohibited from performing any contract that implements GSDO requirements. Further, potential OCI may exist with regard to other ongoing and future NASA contracts running concurrently with this contract. They may include, but are not limited to KSC's Engineering Services Contract (ESC), Information Management and Communications Support (IMCS), and Test and Operations Support Contract (TOSC) (and any follow-on) and other engineering, and development and production contracts at KSC and other NASA installations. The KLXS-II Contractor will be required to submit and maintain an acceptable OCI mitigation plan.

(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.13 ORGANIZATIONAL CONFLICT OF INTEREST MITIGATION PLAN

(a) In performance of this contract, the Contractor may be required to perform work that contains some level of potential or perceived organizational conflict of interest related to access to non-public information, biased ground rules or impaired objectivity. The occurrence of situations of this kind could possibly cause the Contractor's judgment to be influenced toward certain products or services in performing under this contract. In addition, the Contractor may be required to perform tasks which affect the nature of work to be performed by the Contractor under other Government contracts. In order to eliminate or adequately mitigate any conflict of interest which may arise from either of these situations, the prime Contractor shall:

(1) Provide the Contracting Officer immediate notice in any case where the Contractor learns that it or its subcontractors will either be:

(i) Performing inspection, evaluation, or similar work concerning products and services which the Contractor provides to NASA under other NASA contracts, or

(ii) Developing requirements for the products or services which the Contractor may provide under another contract;

(2) Within 7 calendar days after providing such notice to the Government, submit to the Contracting Officer for approval a proposed plan of action for eliminating or adequately mitigating the conflict identified (and subsequently submit any modifications to such plan as may be requested by the Contracting Officer); and

(3) Implement the plan of action as approved by the Contracting Officer. The Contractor shall not undertake the performance of work for which notice has been given until the prime Contractor's plan has been approved, unless the Contracting Officer authorized, in writing, the prime Contractor to proceed with the work pending approval. Where the term "Contractor" is used in this clause, it shall be deemed to mean the prime Contractor, and any subcontractor, except in the instance where the term "prime Contractor" is specifically used

(b) The Contractor shall include the substantive provisions of this clause in any subcontracts, appropriately modified to reflect a prime-subcontract relationship.

(End of clause)

H.14 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996) (Task Orders – CLIN 0006)

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

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

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

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

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

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(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)

H.15 KSC 1852.223-74 DRUG AND ALCOHOL FREE WORKPLACE (MAR 1996) (DEVIATION)

(a) Definitions. As used in this clause the terms "employee," "controlled substance," "employee in a sensitive position," and use, in violation of applicable law or Federal regulation, of alcohol are as defined in 48 CFR 1823.570-2.

(b) (1) The Contractor shall institute and maintain a program for achieving a drug-and alcohol-free workforce. As a minimum, the program shall provide for pre-employment,

reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other contractors or organizations.

(2) In determining which positions to designate as "sensitive," the contractor will use the NASA Procedural Requirements (NPR) 3792.1B (July 29, 2006), Appendices A and B on "Testing Designated Positions" (TDPs) for federal employees, as a guide for the criteria and in designating "sensitive" positions for contractor employees.

(3) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.

(4) The Contractor’s program shall test for the use of phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. The Contractor’s program may test for the use of other controlled substances. For example, the contractor may adopt and implement a more expansive drug- and alcohol-free workplace policy and testing program permitted under federal or state law (e.g., Florida Statutes §§ 440.101 et seq.) or other authority.

(5) The Contractor shall employ post-accident testing for all employees in sensitive positions performing work on a NASA facility for phencyclidine (PCP), amphetamines, opiates, marijuana, cocaine, and alcohol. Post-accident testing shall be conducted when the Contractor determines the employee’s actions are reasonably suspected of having caused or contributed to an accident resulting in death or personal injury requiring immediate hospitalization or damage to Government or private property estimated to exceed $10,000.

(6) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.

(c) (1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.

(2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.

(3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

(i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;

(ii) Following such determination, the individual refuses to undertake such a rehabilitation program;

(iii) Following such determination, the individual fails to complete such a rehabilitation program; or

(iv) The individual used a controlled substance or alcohol while on duty.

(d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions that are in need of assistance in resolving problems with the use of alcohol or controlled substances.

(e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.

(f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

(End of clause)

H.16 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall:

(1) notify the Contracting Officer reasonably in advance and

(2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

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

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

TBD at contract award

(End of clause)

H.17 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992) – ALTERNATE II (OCT 2000)

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

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

(c) N/A

(d) N/A

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

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

(End of clause)

H.18 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

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

(End of clause)

H.19 COMPUTING SERVICES

(a) The Contractor shall utilize the Government Provided IT Services as identified in Attachment J.03, Government Furnished Services.

(b) For any exceptions to utilization of Government Provided IT Services the Contractor shall submit a request for waiver to the Contracting Officer and Contracting Officer's Representative for concurrence and then submit the waiver to the KSC Chief Information Officer (CIO) including the concurrence.

(c) For items authorized in accordance with paragraph (b) of this clause, the Contractor shall purchase IT hardware and software under NASA's Solutions for Enterprise-Wide Procurement (SEWP) contracts, if available. The SEWP catalog can be accessed on the World Wide Web at http://www.sewp.nasa.gov.

(d) Any computer software acquired, developed or used in accordance with paragraph (c) of this clause may remain the custody of the Contractor until the Contracting Officer calls for the transfer or delivery thereof, or until transfer or delivery is made pursuant to any requirements specified elsewhere in this contract, whichever is earlier. Whenever such software is commercially available, the Contractor shall either grant or obtain from the appropriate vendors sufficient rights to transfer or deliver, without additional fee or approval, the software and associated licenses to the Government or any authorized follow-on Government contractor.

(End of clause)

H.20 AUTHORIZED CHANGES

Only NASA/KSC Contracting Officers are authorized to modify the contract and perform all actions consistent with FAR 1.602. Performance of the work under this contract is subject to the written technical direction of the Contracting Officer's Representative in accordance with Section G.10 Clause, NFS 1852.242-70 Technical Direction.

(End of clause)

H.21 NASA'S TECHNOLOGY TRANSFER PROGRAM

In the event that the Contractor develops new technology or unique utilization of existing technology under this contract, the Contractor shall support, and participate in, NASA's Technology Transfer/Commercialization Program by assisting the transfer of technology developed under Government contract to the private sector.

(a) The Contractor's participation may include a number of different activities including the following:

(1) Dual use development of cutting edge technology having applications both within and outside the aerospace community.

(2) Collaborative efforts with third parties for the purpose of transferring technology.

(3) Government sponsored technology outreach efforts that further the transfer of technology.

(4) Applications engineering work for the purpose of adapting the developed technology to a specific use.

(b) The Contractor shall coordinate all projects and associated agreements with the Contracting Officer's Representative and the KSC Innovative Partnerships Program Office, and as directed in writing by the Contracting Officer. Agreements shall state funding requirements, project description, scope of project, reporting requirements, and responsible NASA and Contractor personnel. Ownership of rights to the technology developed under these collaborative and partnership activities shall be addressed in the individual agreements. Projects utilizing Government funds will be approved by the Contracting Officer.

(c) Contractor commitment to technology transfer/commercialization can be demonstrated by the development of internal programs aimed at:

(1) Educating and training the workforce in technology transfer activities.

(2) Ensuring employees report new technology as required by G.3 NFS 1852.227-70, "New Technology".

(3) Assisting subcontractors with technology transfer activities.

(End of clause)

H.22 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

Given the unique role of this contract for supporting all other entities at KSC, the Contractor shall engage in cooperative relationships that facilitate effective management of overall Center operations. The Contractor shall establish ACAs as required for coordination and exchange of information with other contractors during the KLXS-II contract period of performance. The information to be exchanged shall be that required by each contractor in the execution of their respective contract requirements. The Contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit KSC with increased safety, efficiency, and productivity.

The following list includes examples of associate contracts integral to the success of KSC programs.

(a) KSC institutional services and technical development contracts (e.g., Information Management and Communications Support [IMCS] - NNK08OH01C, Institutional Services Contract [ISC] - NNK08OC01C, Medical and Environmental Support Contract [MESC] - NNK08OQ01C, Engineering Services Contract [ESC] - NNK11EA08C).

(b) Major flight, ground operation, and flight operations support contracts (e.g., Test and Operations Support Contract [TOSC] NNK13MA14C).

The KLXS-II Contractor shall establish formal guidelines for coordination, cooperation, and exchange of information with these associate contractors, at the appropriate level and on a case by case basis. These guidelines shall establish the means for exchange of such data as needed to keep all interested parties fully informed and to maintain the proper support from service contractors. The information to be exchanged shall be that required by the Contractors in the execution of their respective contract requirements.

The determination of successful performance by the Contractor will include the Government's assessment of the overall coordination and cooperation demonstrated between the Contractors.

(End of clause)

H.23 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (APR 2010)

(a) Identification of Employees

(1) Badging

(i) Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel who require access to KSC and National Aeronautics and Space Administration (NASA) facilities located on Cape Canaveral Air Force Station (CCAFS). Badging Requirements are in accordance with KNPR 1600.1, KSC Security Procedural Requirements, located at this public website: http://tdglobal.ksc.nasa.gov/ReferencedDocuments/. Badges must be obtained before personnel may access the work site and the Contractor is responsible for submitting complete, accurate, and timely security investigation and badge request

information. The government is not liable for any project delays resulting from the Contractor's failure to provide required information or the Contractor's inability to achieve favorable investigative results.

(ii) Prior to performance, the Contractor shall submit the following information to the Contracting Officer, who will certify and pass the information to the KSC Badging Office.

A. Contract number and location of work site(s);

B. Contract commencement and completion dates;

C. Status as prime or subcontractor; and,

D. Name of the Contractor designated security/badging official.

E. A KSC Form 28-1222V2, (KSC Visitor Badge Request) and/or KSC Form 28-889 (KSC Visitor Badge/Multiple) for all employees requiring access to KSC or CCAFS.

Note: This is the minimum paperwork required for issuance of identification badges.

(iii) Security forms for employee investigations under this clause (Paragraph 2) shall be submitted by the Contractor as soon as possible but in no case more than thirty days from initial badging.

(iv) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed above the waist at all times while on KSC or CCAFS property, unless an exception is granted for safety considerations. Upon termination of an employee, or completion/termination of the contract, the Contractor shall immediately return such employee's identification and area permit badge(s) to the KSC Badging Office. NASA identification badges are the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

(v) Contractor security/badging officials shall ensure that badges are authorized for official purposes only and in accordance with the requirements of this clause and referenced directives. Abuse or misuse of badging authority may result in a loss of this authority. Employees that fail to comply with NASA regulations may be denied access to KSC.

(2) Investigations

(i) All persons requiring ongoing access to Federal facilities, to include KSC and CCAFS, are required to complete security forms and submit to a Government investigation. Exceptions may be made for short term visitors (15 days or less). Persons needing access for a period greater than 180 days will require an investigation as described in paragraph 2ii below. Contractors should note that the 180 day period is for an individual's aggregate access across all contracts. If you believe your employee will require ongoing access (current contract and follow on projects) to KSC and/or require unescorted access to facilities under the KSC Area Permit System, you should submit the employee for the investigation described in paragraph A2ii below at the time of initial badging.

(ii) All persons requiring ongoing access to NASA installations are required to have a favorably completed National Agency Check with Written Inquiries (NACI). The following forms must be submitted to the Contracting Officer's Representative (COR), or the COR's designee:

A. FD Form 258, Fingerprint Card (Electronic submission at KSC Badging Office)

B. Standard Form 85, Questionnaire for Non-Sensitive Positions;

C. Optional Form 306, Declaration for Federal Position Employment; and,

D. Three (3) copies of KSC Form 20-87, Request for Investigation (Signed by COR or COR's designee)

(b) Badging Restrictions/Categories

(1) Access to Areas Requiring a KSC Area Permit. Access to certain areas on KSC and CCAFS requires the Contractor to have a KSC Area Permit and contractors may be granted “escorted” or “unescorted” access to these areas in accordance with KNPR 1600.1. Unescorted access requires a favorable determination in accordance with the investigative requirements detailed in paragraph A2ii above as well as the completion of mandated safety training.

(i) The NASA Protective Services Office, or its designee, PSSO, will determine whether the person is eligible for unescorted access within 14 business days after the receipt of the properly completed forms.

(ii) One or more on-site training classes will be required for admittance to the controlled access areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COR or designee. The Contractor shall maintain a record of employees receiving the training.

(End of clause)

H.24 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (SEPT 2012)

The Contractor shall comply with the publications below, and subsequent revision thereof, that the Contracting Officer has indicated as being incorporated in this contract by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The Contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

The following compliance documents may be found at:
http://tdglobal.ksc.nasa.gov/ReferencedDocuments/

KNPR 8715.2, Comprehensive Emergency Management Plan
KNPR 1600.1, KSC Security Procedural Requirements
KNPR 8500.1, KSC Environmental Management

KNPR 8715.3, KSC Safety Practices Procedural Requirements

Check if applicable:

[X] KNPD 1810.1 KSC Occupational Medicine Program
[X] KNPR 1860.1 KSC Ionizing Radiation Protection Program
[X] KNPR 1860.2 KSC Nonionizing Radiation Protection Program
[X] KNPR 1820.3 KSC Hearing Loss Prevention Program
[X] KNPR 1820.4 KSC Respiratory Protection Program
[X] KNPR 1840.19 KSC Industrial Hygiene Programs
[X] 45SWI40-201 45th Space Wing Instruction 40-201 Radiation Protection Program
[X] KNPD 1800.2 KSC Hazard Communication Program
[X] KNPR 1870.1 KSC Sanitation Program
[X] KNPR 2570.1 KSC Radio Frequency Spectrum Management Procedural Requirements
[X] KNPR 4000.1 Supply and Equipment System Manual
[X] KNPR 6000.1 Transportation Support System
[X] KNPR 8715.7 KSC Construction Contractor Safety and Health Practices Procedural Requirements
[X] KNPR 8830.1 Facilities and Real Property Management Procedural Requirements

(End of clause)

H.25 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT (OCT 2006) – ALTERNATE I (JUL 2011)

The Contractor is required to maintain information on specific Points of Contact (POC) for the contracted effort in a NASA managed database. The database contains POC information for specific Contractor functions to include: Local Contractor Manager and Deputy (senior on-site contract management POCs for top level NASA KSC contact), Contracting Manager (this is the interface on contract matters with the NASA Contracting Officer), HR Manager, Security Manager, Emergency Planning Manager (or identification/contact information for the Contractor manager performing this role), and the person responsible for input of this Contractor information into the database.

Within three weeks of contract award the Contractor shall provide the name of the person who will enter the POC information into the NASA database to the Contracting Officer and to NASA Procurement Policy and Review Office, Mail Code: OP-AM, 321-867-7217. This person must be able to access (or be scheduled to gain access to) KSC systems. Access to the database and instruction will be provided to the Contractor by OP-AM. Upon commencement of the contract the Contractor will be responsible for keeping the POC information pertaining to the specific contract accurate and up to date. Changes to the person responsible for input of this Contractor POC information must be immediately brought to the attention of OP-AM.

(End of clause)

SECTION I – Contract Clauses

I.1 CLAUSES INCORPORATED BY REFERENCE – SECTION I

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

(End of clause)

I.2 52.202-1 DEFINITIONS. (JAN 2012)

I.3 52.203-3 GRATUITIES. (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

I.5 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (SEP 2006)

I.6 52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.8 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (JAN 1997)

I.9 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)

I.10 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (APR 2010)

I.11 52.203-14 DISPLAY OF HOTLINE POSTER(S). (DEC 2007)

NASA Office of the Inspector General, http://oig.nasa.gov/hotline.html.

I.12 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)

I.13 52.204-2 SECURITY REQUIREMENTS. (AUG 1996)

I.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I.15 52.204-7 CENTRAL CONTRACTOR REGISTRATION. (DEC 2012)

I.16 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I.17 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (AUG 2012)

I.18 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (DEC 2010)

I.19 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)

I.20 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (MAY 2012)

I.21 52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)

I.22 52.215-2 AUDIT AND RECORDS – NEGOTIATION. (OCT 2010)

I.23 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT. (OCT 1997)

I.24 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

I.25 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (AUG 2011)

I.26 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (OCT 2010)

I.27 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)

I.28 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)

I.29 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)

I.30 52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2011)

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

I.31 52.216-8 FIXED FEE. (JUN 2011)

I.32 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (JAN 2011)

[ ] Offeror elects to waive the evaluation preference.

I.33 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (JAN 2011)

I.34 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (JAN 2011) – ALTERNATE II (OCT 2001)

I.35 52.219-16 LIQUIDATED DAMAGES – SUBCONTRACTING PLAN. (JAN 1999)

I.36 52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING. (DEC 2010)

I.37 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2012)

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code [*insert NAICS Code*] assigned to contract number [*insert contract number*]. (*Contractor to sign and date and insert authorized signer's name and title)*.

I.38 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

I.39 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

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

I.40 52.222-3 CONVICT LABOR. (JUN 2003)

I.41 52.222-17 NON-DISPLACEMENT OF QUALIFIED WORKERS. (JAN 2013)

I.42 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)

I.43 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)

I.44 52.222-29 NOTIFICATION OF VISA DENIAL. (JUN 2003)

I.45 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (SEP 2010)

I.46 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES. (OCT 2010)

I.47 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (SEP 2010)

I.48 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I.49 52.222-41 SERVICE CONTRACT ACT OF 1965. (NOV 2007)

I.50 52.222-50 COMBATING TRAFFICKING IN PERSONS. (FEB 2009)

I.51 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JUL 2012)

I.52 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997) – ALTERNATE I (JUL 1995)

I.53 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)

I.54 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I.55 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)

I.56 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)

I.57 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)

I.58 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)

I.59 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)

I.60 52.224-2 PRIVACY ACT. (APR 1984)

I.61 52.225-1 BUY AMERICAN ACT – SUPPLIES. (FEB 2009)

I.62 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)

I.63 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT. (FEB 2000)

I.64 52.227-1 AUTHORIZATION AND CONSENT. (DEC 2007)

I.65 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (DEC 2007)

I.66 52.227-3 PATENT INDEMNITY. (APR 1984)

I.67 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR. (DEC 2007)

(j) Communications. Communications and information submissions required by this clause will be made to the individuals identified in the clause at 1852.227-72, Designation of New Technology Representative and Patent Representative.

I.68 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT. (DEC 2007)

I.69 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007) - ALTERNATES II AND III (DEC 2007)

I.70 52.227-16 ADDITIONAL DATA REQUIREMENTS. (JUN 1987)

I.71 52.227-17 RIGHTS IN DATA – SPECIAL WORKS. (DEC 2007)

I.72 52.227-19 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 2007)

I.73 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS. (MAR 1996)

I.74 52.230-2 COST ACCOUNTING STANDARDS. (MAY 2012)

I.75 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I.76 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

I.77 52.232-17 INTEREST. (OCT 2010)

I.78 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)

I.79 52.232-20 LIMITATION OF COST. (APR 1984)

I.80 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I.81 52.232-23 ASSIGNMENT OF CLAIMS. (JAN 1986)

I.82 52.232-25 PROMPT PAYMENT. (OCT 2008) – ALTERNATE I (FEB 2002)

I.83 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)

I.84 52.233-1 DISPUTES. (JUL 2002) – ALTERNATE I (DEC 1991)

I.85 52.233-3 PROTEST AFTER AWARD. (AUG 1996) – ALTERNATE I (JUN 1985)

I.86 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I.87 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)

I.88 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)

I.89 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)

I.90 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I.91 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (MAY 2001)

I.92 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS. (JAN 1997)

I.93 52.242-13 BANKRUPTCY. (JUL 1995)

I.94 52.243-2 CHANGES – COST-REIMBURSEMENT. (AUG 1987) – ALTERNATE I (APR 1984)

I.95 52.244-2 SUBCONTRACTS. (OCT 2010) – Alternate 1 (JUN 2007)

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(1) For all cost reimbursable, time and material, and labor hour subcontracts with an initial award of $150,000 or greater and modification of $75,000 or greater.

(2) Letter subcontracts and unpriced orders of any amount.

(3) Ratifications of any amount (i.e., all orders issued prior to issuance of a contractual document or issued without all required approvals).

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

TBD

I.96 52.244-5 COMPETITION IN SUBCONTRACTING. (DEC 1996)

I.97 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (DEC 2010)

I.98 52.245-1 GOVERNMENT PROPERTY. (APR 2012)

I.99 52.245-9 USE AND CHARGES. (APR 2012)

I.100 52.246-25 LIMITATION OF LIABILITY – SERVICES. (FEB 1997)

I.101 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS. (JUN 2003)

I.102 52.248-1 VALUE ENGINEERING. (OCT 2010)

I.103 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I.104 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I.105 52.251-1 GOVERNMENT SUPPLY SOURCES. (APR 2012)

I.106 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.107 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)

I.108 1852.216-89 ASSIGNMENT AND RELEASE FORMS. (JUL 1997)

I.109 1852.219-74 USE OF RURAL AREA SMALL BUSINESSES. (SEP 1990)

I.110 1852.219-77 NASA MENTOR-PROTEGE PROGRAM. (MAY 2009)

I.111 1852.227-13 PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM)

I.112 1852.227-14 RIGHTS IN DATA – GENERAL.

I.113 1852.235-70 CENTER FOR AEROSPACE INFORMATION. (DEC 2006)

I.114 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

I.115 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)

I.116 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION. (APR 2001)

I.117 1852.243-71 SHARED SAVINGS. (MAR 1997)

I.118 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

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

(End of clause)

I.119 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

I.120 52.216-18 ORDERING. (OCT 1995) modified

(a) Any supplies and services in addition to the core effort 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 period of performance of the KLXS-II contract. See F.3 Period of Performance for detailed dates.

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

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

(End of clause)

I.121 52.216-19 ORDER LIMITATIONS. (OCT 1995) (applicable to IDIQ) (Task Orders – CLIN 0006)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $100, 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 $5M

(2) Any order for a combination of items in excess of $46M or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to

order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 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.122 52.216-22 INDEFINITE QUANTITY. (OCT 1995) (Task Orders – CLIN 0006)

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

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

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

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

(End of clause)

I.123 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 before the contract expires.

(End of clause)

I.124 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 and 6 months (months)(years).

(End of clause)

I.125 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.

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

Employee Class		**Monetary Wage – Fringe Benefits**
Job Title	GS Level	Rate
Support Specialist II	GS 7/Step 5	$22.35
Support Specialist I	GS 5/Step 5	$18.04
Business Specialist I	GS 9/Step 5	$27.34
Administrative Staff II	GS 7/Step 5	$22.35
Administrative Staff I	GS 5/Step 5	$18.04

(End of clause)

I.126 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

I.127 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.128 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 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.129 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JAN 2011)

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

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: http://www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan – This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the Contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the Contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at https://itsecurity.nasa.gov/policies/index.html.

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

(e) At the completion of the contract, the Contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the Contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the Contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The Contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the Contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

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

(End of clause)

I.130 1852.215-84 OMBUDSMAN. (NOV 2011) – ALTERNATE I (JUN 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(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.131 1852.219-75 SMALL BUSINESS SUBCONTRACTING REPORTING. (MAY 1999)

I.132 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

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

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

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

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

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

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

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

(End of clause)

I.133 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)

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

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these

service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

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

Mark the title page with the following legend:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.134 KSC 52.245-90 MANAGEMENT OF NASA-OWNED/CONTRACTOR-HELD RECORDS (FEB 2012)

(a) NASA-owned/Contractor-held records shall be maintained by the Contractor in accordance with the instructions set forth in the latest editions of NPD 1440.6, NASA Records Management Program, NPR 1441.1, NASA Records Retention Schedules, and KNPR 1440.6, Records Management. As directed by the Contracting Officer, the Contractor shall

obtain prior approval from the Contracting Officer to destroy or remove records subject to this clause.

(b) NASA-owned/Contractor-held records shall consist of documentation of Contractor activities and functions necessary for the performance of this contract, including, but not limited to, documentation of those day-to-day operating procedures that are essential to carrying out the statement of work and those actions, organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract. NASA-owned/Contractor-held records shall not include those Contractor records that relate exclusively to the Contractor's internal business or are of a general nature not specifically related to the performance of work under the contract. The Contractor's general policies, procedures, etc., that apply to the general conduct of its business do not fall under the purview of this clause. When in doubt, the Contractor shall seek the Contracting Officer's determination as to which records are subject to this clause.

(c) The Contractor shall ensure that NASA-owned/Contractor-held records are segregated from company-owned records and from non-record materials. This clause operates independently from and is not intended to affect, or be affected by, the Contractor records provisions contained in FAR Subpart 4.7 and the clauses referenced therein.

(d) The Contractor, through the Contracting Officer, shall coordinate with the KSC Records Manager, on matters requiring advice, such as marking and segregating such records, or technical assistance in all areas of management pertaining to such records.

(e) When the Contractor generates NASA-owned/Contractor-held records, the Contractor shall prepare and submit KSC Form 16-473V2, KSC Annual Summary of Record Holdings, to the KSC Records Manager on an annual basis.

(End of clause)

I.135 KSC 52.245-97 RECORDS MANAGEMENT (FEB 2012)

The Contractor shall ensure accurate and complete records of Government business are maintained in accordance with the NASA Procedural Requirement (NPR) 1441.1, NASA Records Retention Schedules. This includes legacy, electronic and vital records. Records of Government Business shall be segregated from company-owned records and from non-record materials, and the Contractor shall provide NASA or authorized representatives access to all Government records in accordance with Federal Acquisition Regulations (FAR) Subpart 4.7. The term “records” is defined as “all books, papers, maps, photographs, machine readable materials, or other documentary materials, regardless of physical form or characteristics, made or received by an agency of the United States Government under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the Government or because of the informational value of data in them. Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included.” The Government reserves the right to inspect, audit, and copy record holdings.

The Contractor shall complete, submit, and maintain a Records Management Program Plan for all data/records produced as part of this contract in accordance with DRD-CMA-08.

The Contractor shall submit an annual Records Management Program File Plan to the

NASA KSC Records Manager in accordance with DRD-CMA-09

At the completion or termination of this contract, or as required by the records retention schedule expiration, the Contractor shall deliver Government records to the NASA KSC Records Manager in accordance with NASA Policy Directive (NPD) 1440.6 and Kennedy NASA Procedural Requirement (KNPR) 1440.6.

The Contractor shall contact the Contracting Officer, in order to obtain the NASA KSC Records Manager's determination as to which records are subject to this Clause.

DATA REQUIREMENTS DESCRIPTION (DRD)
1. DRD NO.: DRD-CMA-08
2. ISSUE:
3. TITLE: Records Management Program Plan
4. DATE REVISED:
5. DATA TYPE: 2
6. PAGE: 1/4

SUBMITTAL REQUIREMENTS
7. DESCRIPTION/USE: To submit Records Management Program Plan in accordance with NPR 1441.1.
8. DISTRIBUTION: The NASA KSC Records Manager and others per Contracting Officer's direction.
9. INITIAL SUBMISSION: 60 days after contract award.
10. SUBMISSION FREQUENCY: As required per the contract terms and conditions.
11. FORMAT: Contractor format is acceptable subject to the requirements of this clause, NPD 1440.6, and KNPR 1440.6.
12. AUTHORITY: The NASA KSC Records Manager and Contracting Officer are the ultimate authority in determining which records are subject to this clause, pursuant to NPD 1440.6 and KNPR 1440.6.
13. DEFINITIONS

(a) Contractor-held Government Records

Documentation of contractor activities and functions necessary for the performance of the contract, including, but not limited to, documentation of day-to-day operating procedures essential to completing the Statement of Work, and those organizational structure, policies, decisions, operations, and activities necessary to perform or continue the work performed under the contract. Contractor-held Government Records include Electronic Records, Vital Records, and Legacy Records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the Contractor in the performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of as determined by the NASA KSC Records Manager.

(1) Electronic Records. The Contractor shall deliver any electronic data deliverables as stated in 36 CFR 1228.270. If the electronic records reside in a digital management

asset system, the records must be exportable to NASA's digital management asset system in an automated fashion.

(2) Active and Legacy Records. The Contractor shall maintain and manage any active records/data created for Government use and/ or inherited from the predecessor contractors.

(3) Vital Records. Essential Agency or Center records identified as necessary for continuing critical operations immediately following national security emergencies or other emergency or disaster conditions (Emergency Operating Records) or to protect the legal and financial rights of the Government or those affected by Government Activities (Legal and Financial Rights Records).

(b) Contractor-owned records

Contractor-owned records are those which relate exclusively to the Contractor's internal business, or are of a general nature not specifically related to the performance of work under this Contract. The Contractor's general policies, procedures, etc., that apply to the general conduct of its business do not fall under the purview of this clause. The following records are considered the property of the Contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as workers compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records, records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), except for those records described by the contract as being maintained in Privacy Act systems of records.

(2) Confidential contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the NASA Center (i.e., the Contractor's corporate headquarters);

(3) Records relating to any procurement action by the Contractor, (confidential financial information and correspondence obtained by the Contractor for use in its subcontracts; source selection and other confidential, pre-decisional, or similar documents relating to the Contractor's deliberative process in selecting subcontractors) except for records that fall under 48 CFR Chapter 18 that may apply to NASA;

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges;

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract.

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Metadata. Metadata as defined by ISO 15489 3.12 “Metadata: data describing context, content, and structure of records and their management through time.”

DATA PREPARATION INFORMATION

14. SCOPE: This Clause pertains to all contractor records management requirements.

15. APPLICABLE DOCUMENTS:
    (a) 44 U.S.C. Chapters 29, 31, 33.
    (b) 44 U.S.C. 3501 et seq., Paperwork Reduction Act.
    (c) 36 CFR Parts 1220-1238.
    (d) 5 U.S.C. 552, The Freedom of Information Act as amended.
    (e) 5 U.S.C. 552a, The Privacy Act of 1974 as amended.
    (f) OMB Circular A-130, Management of Federal Information Resources.
    (g) OMB Circular A-123, Internal Control Systems.
    (h) Executive Order 12656, Assignment of Emergency Preparedness Responsibilities, Sections 201, 202, 1901, and 2001 (November 18, 1988), as amended.
    (i) FAR 52.227-14 Data Rights – General and FAR 52.227-16 Additional Data Requirements
    (j) NPD 1440.6 (As revised), NASA Records Management.
    (k) NPR 1441.1 (As revised), NASA Records Retention Schedule.
    (l) NPD 2190.1 (As revised), NASA Export Control Program. Center Specific
    (m) KNPR 1440.6 (As revised), KSC Records Management.

16. CONTENTS: The Records Management Program Plan shall describe the implementation of a Records Management Program in accordance with the compliance requirements above. The Plan shall meet the requirements in FAR 52.227.14 and 52.227.16 The Records Management Program Plan shall provide sufficient detail to demonstrate an understanding of the compliance requirements, to include the following areas:

    I. Program Management
        a. Program authorization and organization
        b. Guidance and training
        c. Internal Evaluations
        d. Procedures and Processes

    II. Records Creation/Recordkeeping Requirements
        a. Creation of records/adequacy of documentation
        b. Contractor Records

    III. Records Maintenance
        a. Paper-based Records

b. Electronic Records
c. Legacy Records

IV. Maintenance of Special Records
a. Audiovisual Records
b. Cartographic and Architectural Records
c. Micrographic Records

V. Records Disposition
a. Records Deposition Schedule Implementation

VI. Vital Records

DATA REQUIREMENTS DESCRIPTION (DRD)
1. DRD NO.: DRD-CMA-09
2. ISSUE:
3. TITLE: Records Management File Plan
4. DATE REVISED:
5. DATA TYPE: 2
6. PAGE: ½

SUBMITTAL REQUIREMENTS
7. DESCRIPTION/USE: To submit Records Management File Plan in accordance with NPR 1441.1.
8. DISTRIBUTION: The NASA KSC Records Manger and others per Contracting Officer's direction.
9. INITIAL SUBMISSION: 120 days after contract award
10. SUBMISSION FREQUENCY: Annual
11. FORMAT: Contractor format is acceptable subject to the requirements of this clause, NPD 1440.6, and KNPR 1440.6.

DATA PREPARATION INFORMATION
12. SCOPE: All records management requirements.
13. APPLICABLE DOCUMENTS:
    (a) NPD 1440.6 (As revised), NASA Records Management.
    (b) NPR 1441 (As revised), NASA Retention Schedule.
    (c) KNPR 1440.6 (As revised), KSC Records Management
    (d) NPD 2190.1 (As revised), NASA Export Control Program.

14. CONTENTS: The file plan shall include at a minimum, the following data:
    (e) Agency Filing Scheme (AFS) #: In accordance with (IAW) NPR 1441.1.
    (f) Record Title: Record Series description, a description of the record and its function.
    (g) Office of Record: Office responsible for retiring the record at end of lifecycle.
    (h) Location: Physical or virtual location of records.
    (i) Retention/Disposition: The period of time the record shall be kept, and how it is treated at the end of its active lifecycle
    (j) Permanent vs. Temporary: Designation of permanent status or temporary status of records including marking records that are ITAR controlled sensitive.
    (k) Vital Status: Records identified as necessary for continuing operations immediately following an emergency.

(l) Volume: Amount of records (listed in cubic feet, megabyte, gigabyte, etc.)

(End of clause)

I.136 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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

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

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

(End of clause)

I.137 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (AUG 2012) (DEVIATION)

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

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

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

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

(End of clause)

SECTION J – List of Documents, Exhibits and Other Attachments

J.1 LIST OF ATTACHMENTS

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

Number	Attachment Title	Notes
J.01	Performance Work Statement (PWS)	
	Appendix A – Acronyms and Glossary	
	Appendix B – Technical Reports	
	Appendix C – Schedule Analysis and Metrics	
	Appendix D – Government Provided Facilities	
	Appendix E – Implementation Approaches	If Applicable
J.02	Data Requirement Descriptions (DRD)	
J.03	Government Furnished Services	
J.04	Reserved	
J.05	Personal Identity Verification (PIV) Card Issuance Procedure	
J.06	Applicable Documents List	
J.07	Labor Classification and Qualification Crosswalk	To Be Proposed
J.08	Core Effort Labor Hours – (CLINs 0001 – 0005)	
J.09	Task Order Pricing Rates	To Be Proposed
J.10	Small Business Subcontracting Plan	To Be Proposed
J.11	Task Order Summary	
J.12	Organizational Conflict of Interest (OCI) Mitigation Plan	To Be Proposed
J.13	Wage Determination	

(End of clause)

SECTION K – Representations, Certifications, and Other Statements of Bidders

K.1 CLAUSES INCORPORATED BY REFERENCE – SECTION K

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

(End of provision)

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)

K.3 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. (SEP 2010)

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (DEC 2012)

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

(2) The small business size standard is $35.5 million, exception for military and aerospace equipment and military weapons.

(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:

[X] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

[ ](A) Basic.

[ ](B) Alternate I.

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

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

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

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

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

[ ](A) Basic.

[ ](B) Alternate I.

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

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through *https://www.acquisition.gov*. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate,

complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause Title Date Change

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

(End of Provision)

K.5 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (APR 2010)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the Offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have [ ], have not [ ], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to

the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(v) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.6 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (FEB 2012)

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

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

"Federal contracts and grants with total value greater than $10,000,000" means--

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

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

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

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

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

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five (5) years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

(2) If the Offeror has been involved in the last five (5) 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.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (APR 2012) – ALTERNATE I (APR 2011)

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

(2) The small business size standard is [insert size standard].

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

(b) Representations.

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

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

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

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

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

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

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

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

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ----------.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The Offeror shall check the category in which its ownership falls:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

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

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

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more

women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern” -

(1) Means a small business concern -

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

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

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

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

“Veteran-owned small business concern” means a small business concern -

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

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

“Women-owned small business concern” means a small business concern -

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

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

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

(d) *Notice*.

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS. (FEB 1999)

The Offeror represents that -

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

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

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

(End of provision)

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

The Offeror represents that -

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

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

(End of provision)

K.10 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE. (DEC 2007)

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

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

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

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

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

(End of provision)

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

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

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

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

Date of Disclosure Statement: [ ]

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

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

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

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

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] yes [ ] no

(End of provision)

K.12 52.230-7 PROPOSAL DISCLOSURE – COST ACCOUNTING PRACTICE CHANGES. (APR 2005)

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

___ Yes ___ No

If the Offeror checked "Yes" above, the Offeror shall--

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

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

(End of provision)

K.13 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (FEB 2012)

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

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

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

(End of provision)

K.14 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

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

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

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

(b) The Offeror represents that:

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

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

(End of provision)

K.15 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

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

Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.16 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)

SECTION L – Instructions, Conditions, and Notices to Bidders

L.1 PROVISIONS INCORPORATED BY REFERENCE – SECTION L

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions 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 provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM NUMBER. (DEC 2012)

L.3 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE. (APR 2008)

Any contract awarded as a result of this solicitation will be DO-C9 rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

L.4 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

L.5 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

L.6 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)

L.7 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME. (OCT 1997)

L.8 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS - REPRESENTATION (MAY 2011)

L.9 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION. (JAN 2004)

(a) Definitions. As used in this provision-

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

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

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

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

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

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

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

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The cover letter for the proposal is limited to the following and does not add to the page count:

(i) The solicitation number;

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

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

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

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

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

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

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

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

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

(3) It is the only proposal received.

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

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

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

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

withdrawal is established and the person signs a receipt for the proposal before award.

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

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

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

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

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

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

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

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

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

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

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

(f) Contract award.

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

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

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

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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

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

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

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

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

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

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

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

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

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

(iv) A summary of the rationale for award.

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

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

(End of provision)

L.10 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 2010) – ALTERNATE I (OCT 2010) – ALTERNATE II (OCT 1997)- ALTERNATE III (OCT 1997) – ALTERNATE IV (OCT 2010)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in Section L, Cost.

(c) When the proposal is submitted, also submit one copy to the Administrative Contracting Officer. The Offeror should have a copy readily available to send to the Contract Auditor if deemed required.

(d) Submit the cost portion of the proposal via the following electronic media: in accordance with the instructions in Section L, Cost.

(End of provision)

L.11 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost Reimbursable – Fixed Fee (CPFF) Term Type contract, with an ID/IQ ordering provision, resulting from this solicitation.

(End of provision)

L.12 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (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)

L.13 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

NASA John F. Kennedy Space Center
ATTN: Mary Kiss
Mail Code: SEB-2/KLXS-II
Kennedy Space Center, FL 32899

(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.14 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

For Federal Acquisition Regulation (FAR) provisions, see https://www.acquisition.gov/far/index.html.

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

(End of provision)

L.15 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (APR 1984)

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

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

(End of provision)

L.16 RESERVED

L.17 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS. (MAR 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this

plan may be combined with that required by the clause at FAR 52.222-46, “Evaluation of Compensation for Professional Employees.”

(b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of $500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.18 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

L.19 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: MARY KISS, Contracting Officer

FAX: 321-867-7191

Email: MARY.KISS-1@NASA.GOV

Address: NASA, JOHN F. KENNEDY SPACE CENTER
MAIL CODE: SEB-2/ KLXS-II
KENNEDY SPACE CENTER, FL 32899

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

(b) Questions or comments must be submitted in writing by 10:00 AM Eastern Time on May 28, 2013 to allow for analysis and dissemination of responses if necessary. Questions may be submitted incrementally. Late questions or comments are not guaranteed a response.

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

(End of provision)

L.20 TYPE OF ACQUISITION

This acquisition is unrestricted.

(End of provision)

L.21 AVAILABILITY OF REFERENCE INFORMATION

(a) For this solicitation, there is an electronic "Bidder's Library," on-line at:

www.fedbizopps.gov

(b) Standards, such as Federal, military, industrial, manufacturing, independent laboratory, society, and institutional associations (non-government organizations) codes, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the bidder's expense, from the organization which develops, establishes, or publishes those documents.

(c) The Contracting Officer will update the electronic Bidder's Library as necessary or upon request for documents referenced in the solicitation and not otherwise available to the Offeror.

(End of provision)

L.22 CONTRACT PHASE-IN

The Government contemplates issuing a separate Firm Fixed Price purchase order for contract phase-in. Contract phase-in price, if any, shall be proposed as a firm-fixed-price in accordance with the instructions contained in Section L.28(11). The firm fixed price should include all of the Contractor's phase in costs as recovery of costs will be limited to only those proposed.

(End of provision)

L.23 PROPOSAL SUBMISSION

(a) The Offeror shall submit all required proposal information, whether delivered by the Offeror or by commercial courier, to the Source Evaluation Building M6-787, A Ave. and

4th St., Mail Code: SEB-2/KLXS-II, ATTN: Mary Kiss, Kennedy Space Center, FL 32899. Proposals that arrive at the Source Evaluation Building after 12:00 p.m. Eastern time on June 26, 2013, will be considered late and treated in accordance with Section L, Provision L.9 FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions. Access to KSC is required and may be arranged by contacting the Contracting Officer. Advance arrangements with the Contracting Officer are required for submission of proposals.

The due date and time for receipt of proposals is identified below.

Proposal Volume	Date to be Delivered
I – Mission Suitability	June 26, 2013
II – Small Business Utilization	June 26, 2013
III – Plans and Other Data	June 26, 2013
IV – Cost	June 26, 2013
V – Past Performance	June 12, 2013

(b) All proposals delivered in response to this solicitation shall reflect the following information on the address label:

(1) Solicitation NNK13447748R, KLXS-II

(2) The legend, “To be delivered unopened to the Contracting Officer”

(3) The volume and copy numbers contained in each box

(End of provision)

L.24 SUMMARY OF EXCEPTIONS

(a) The Offeror shall include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K), or to the information requested in Section L, in the Summary of Exceptions to be submitted with the Model Contract in Volume IV, Cost. The Offeror shall fully explain any deviations, exceptions, or conditional assumptions regarding any contractual requirements of this solicitation. The Offeror shall include the reason for the exception or refer to where the reason is addressed in the proposal. Any failure to clearly indicate exceptions to the proposed contract terms and conditions contained in this RFP will be construed as acceptance of them, verbatim.

(b) The Offeror shall include any proposed changes to the RFP terms and conditions with the Summary of Exceptions and discuss the impact of the proposed changes to Volumes I, II, III, IV, and V as appropriate.

(c) The Offeror is 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.

(End of provision)

L.25 LIST OF SECTION L ATTACHMENTS

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

Number	Attachment Title
L.01	Government Provided Hours
L.02	Past Performance Questionnaire
L.03	KLXS-II Key Personnel Résumé Format
L.04	Cost Template
L.05	Government Standard Labor Categories and Qualifications
L.06	Basis of Labor Distribution Template

L.26 GENERAL PROPOSAL INSTRUCTIONS

(a) Proposals shall be submitted in five volumes as depicted below. Each volume shall be contained in separate three ring binders. The page limitation shown below for each volume is the maximum number of pages which may be submitted in that volume. Please note the total page count for Management and Technical is combined and the Offeror shall determine the appropriate page distribution between the sections. In all volumes, only the pages up to the specified maximum number of pages will be evaluated. For Volumes I, II, and V, any pages in excess of the maximum number will be removed from the end of the proposal volume without being evaluated and will be returned to the Offeror. For Volume III, any pages in excess of the maximum number for each plan or section will be removed from the end of each section within Volume III without being evaluated and will be returned to the Offeror. No material outside of the proposal may be incorporated by reference. A suitable table of contents (excluded from the page limitations) shall be provided with each volume for ready reference to sections, figures, and illustrations. Every page of each volume shall be numbered and identified with the Offeror's name, RFP number and date. In addition, the Offeror shall mark each volume of each copy of the proposal on the outside of the cover with the following legend: "Volume __, Original" or "Volume__, Copy __ of __." Subsequent revisions, if requested, shall be similarly identified and shall show revision number, change bars, and date.

(b) The proposal text shall be printed on 8-1/2" x 11" non-glossy white paper with at least 1" margins on all sides. Except for the Cost Volume, all volumes shall be prepared and submitted using a Times New Roman font, with a type-size no smaller than 12-point. With regard to non-text illustrations, captions, figures, tables and graphics, a type-size no smaller than 10-point shall be used. The Cost Volume shall use a Times New Roman font, with a type-size no smaller than 10-point. For all volumes, the text shall be printed on both sides of the sheet and each side of the sheet, tab, or divider containing proposal material will be counted as a page. Printed pages and illustrations shall be legible and no larger than 11"x17" foldouts as appropriate for the subject matter. Foldouts are considered part of the

page limitations. Each foldout shall be printed on one side only, shall fold entirely within the volume, and will be counted as two pages. All pages in Volumes I, II, IV, and V shall be numbered sequentially within each Volume. Pages in the Plans and Other Data Volume III shall be numbered separately by section. The Cost Volume is not page limited; however, it is strictly limited to applicable information. Information in any proposal volume which can be construed as belonging in any other volume will be so construed, added sequentially to the end of the appropriate volume and counted against that volume's page limitation. The Offeror shall submit hard copies and electronic copies of each volume in the quantities indicated in the *Proposal Instructions* table below.

(c) The proposal content shall provide a basis for evaluation against the requirements of the solicitation. The Offeror shall include a matrix showing where in the proposal the management and technical requirements of the evaluation criteria of this RFP are satisfied (i.e., evaluation criteria versus offeror's proposal page numbers). This matrix shall be included at the beginning of Volume I and is excluded from the page limitation.

(d) To minimize redundancy in the proposal, the Offeror may reference another section in the proposal rather than duplicate the information in more than one location; however, consistency in the logical flow of the subject matter must be maintained.

(e) Where use of subcontractors is proposed, the Offeror shall clearly distinguish between the prime Contractor's and the subcontractor's work and responsibilities. The proposed responsibilities of the prime and subcontractors shall be identified and integrated into each part of the proposal, as appropriate.

(f) The Offeror shall clearly respond to the requirements of the RFP and shall consolidate information to the extent practical under each area discussed.

(g) Title pages and tables of contents are excluded from the page counts specified in Table L.26-1 of this provision.

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

Table L.26-1 – Proposal Instructions

Volume	Title	Original	No. of Additional Hard Copies	No. of Electronic Copies	Page Limit
I	Mission Suitability	1	8	3	125 (excludes Staffing Plan)
	Management Approach				
	Technical Approach				
	-Staffing Plan	1	8	3	25 (excludes Attachment L.06 Basis of Labor Distribution)
II	Small Business Utilization	1	3	3	30 (combined total)
	Small Business Subcontracting	1	3	3	

Volume	Title	Original	No. of Additional Hard Copies	No. of Electronic Copies	Page Limit
	Plan				
III	Plans and Other Data			3	
	Total Compensation Plan	1	3	3	20 per company (prime & subs per L.17)
	KLXS-II Key Personnel Résumé Format (Attachment L.03)	1	3	3	2 per résumé
	Key Personnel Letters of Intent	1	3	3	1 per letter
	Contract Phase-in Plan	1	3	3	20
	Organizational Conflict of Interest Mitigation Plan	1	3	3	20
	Case Study Responses	1	3	3	2 pages per Case Study
	Key Terms, Abbreviations, and Acronyms	1	3	3	5 (to be added to Att. J.01, App A upon award)
	Copies of Teaming Arrangements and Major Subcontracting Agreements	1	0	3	None
	Labor Classification and Qualification Crosswalk (Attachment J.07)	1	3	3	None
IV	Cost (label Volume IV – Cost) (Includes Attachment L.04 Cost Template)	1	0	3	None (all of Volume IV is to be submitted on independent CD ROMs/DVDs that do not include other volumes)
	Model Contract (SF33, Sections A-K fill-ins and summary of Exceptions in separate binders labeled Volume IV – Cost - Model Contract)	1	3	3	
V	Past Performance	1	6	3	40*

* The DCAA and DCMA information requested in Section L provision, *Specific Proposal Instructions*, Volume V, Past Performance shall be submitted as an attachment to the Past Performance Volume and excluded from the page count limitation.

(i) For the Government to successfully view the CD-ROM/DVDs, the Offeror shall submit proposals in the Adobe Portable Document File (PDF) format unless another format is specifically identified elsewhere in Section L. The cost volume shall be submitted on a separate disc that is in native MS-Office 2003 - 2010 formats (i.e., MS-Word and Excel) and shall be macro enabled. Embedded structures like bitmaps, graphics, or proprietary fonts shall be reserved only for illustrations and equations which cannot be rendered in the above formats. All electronic files shall be exact duplicates of the paper copies. The Government

will use the electronic files in the evaluation process and may compare the electronic and paper copies. If a variation in content between the paper copy and the electronic one is noted, the paper copy marked original shall take precedence for all volumes. Page count is determined by the paper copy. File submissions shall be on CD-ROM /DVD media with all sessions and disk closed. Each CD-ROM/DVD case and the CD-ROM/DVD disc must be labeled as to the Offeror and numbered sequentially in the required number of copies. All media shall be labeled with its data contents to the degree that the media can be properly archived and filed without the need to read the contents of the media. The information is to be submitted on quality, error-free, virus-free CD-ROM/DVD formatted and readable by the computer systems named in paragraph (o) below and compatible with the noted software packages.

(j) File Preparation: The Offeror shall generate “bookmarks” within each PDF file for at least each section and subsection of the document. Bookmarks shall be generated based on indexed entities appearing in the document table of contents. The minimum requirement for hypertext links is an overall proposal table of contents linked to each volume and a table of contents within each PDF file linked to each section of the file. Additional hypertext links within the proposal are at the Offeror’s discretion. The use of thumbnails or additional hypertext links will not influence the evaluation. The PDF file has a built in security function. The Offeror shall set all security options in each PDF file to “allowed.”

All text, including table and figure identifiers, shall be indexed and 100% searchable text.

(k) Font and Page Setup: Text font and layout shall be as stated for paper copies. Hypertext links shall be the same minimum font size. The Offeror shall indicate hyperlinks by a distinct font color or with a visible rectangle.

(l) Other Requirements: The Offeror shall not embed sound or video files into the proposal files. Minimize the use of scanned images and keep embedded graphics as simple as possible.

(m) Electronic Proposal Format and Structure: Each volume of the electronic submission shall be in a separate sub-directory on the CD-ROM/DVD. A hard copy list of the CD-ROM/DVD contents showing the directory, document title, and file name shall accompany the electronic submittal. Volume IV, Cost shall be on an independent CD-ROM/DVD

(n) Viewing Environment: The Government anticipates viewing the electronic submittals with the following computer software and hardware: (1) IBM-compatible systems, (2) Windows 7 operating system, (3) Adobe Acrobat Reader 11.0, and (4) Microsoft Office 2010.

(End of provision)

L.27 MISSION SUITABILITY PROPOSAL INSTRUCTIONS

The Mission Suitability proposal shall comprehensively explain how the Offeror proposes to comply with the applicable requirements, as well as the techniques and procedures the Offeror proposes to implement. The Mission Suitability proposal shall provide a flexible approach to accommodating fluctuations in workload, while maximizing innovative solutions, continuous improvement, reduced operational life-cycle costs, and small business utilization.

Information provided in the Mission Suitability proposal must be clear, concise, factual, current, complete, and meet the requirements of the solicitation. The proposal shall contain sufficient detail to clearly and fully demonstrate the Offeror's understanding of the requirements and the inherent risks associated with the objective of this procurement.

Offerors are required to provide information responsive to the items set forth below. The items listed are not all inclusive, and offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract. The proposal should not simply rephrase or restate the Government's requirements, or to paraphrase the requirements such as: "standard procedures will be employed to…" and "well-known techniques will be used for…". The proposal must comprehensively explain how the Offeror proposes to comply with the applicable requirements, including a full explanation of the techniques and procedures the Offeror proposes to follow. Information previously submitted, if any, shall be considered only to the extent it is resubmitted. It shall not be incorporated by reference.

Each offeror is advised that the Government may include selected implementation approaches from its proposal (i.e., proposed approaches to meeting the requirements) in the contract as PWS Appendix E – Implementation Approaches.

The Mission Suitability proposal shall be submitted in one volume describing the proposed approaches in a manner that demonstrates comprehension of the scope and requirements of this RFP.

The Case Study (reference L.30) responses shall demonstrate an understanding of the RFP requirements and consistency with the proposed approaches described in the Management and Technical Subfactors.

L.27-1: MANAGEMENT APPROACH (450 Points) (Volume 1)

Management Approach and Organizational Structure

The Offeror's proposed management approach shall include the following:

1. A description of how it will implement all aspects of the RFP requirements to the first level depicted in the PWS table of contents.
   - Describe any methods and innovations to be used.
   - Describe the approach to teamwork, communications, and any interaction with the GSDO Program, customers/stakeholders, and other KSC contractors.
   - Describe the approach to respond to evolving Program requirements and priorities including the capability to obtain additional resources while ensuring PWS tasks are not interrupted.
2. The rationale and basis for selection of each subcontractor, and description of the PWS work content each will perform.

3. A pictorial representation of the KLXS-II management organizational structure which identifies the lines of communication and organizational areas of responsibility.

4. A description of the primary interfaces between the Offeror's proposed organizational structure and the GSDO functional areas as depicted in GSDO-PLN-1000, GSDO Program Plan.

5. A description of the position of the KLXS-II organization within the Offeror's corporate organizational structure and within subcontractor corporate structures, to include locations of decision making authority.

6. A description of the lines of responsibility and decision authority between corporate management, the contract program manager, proposed key personnel, and subcontractors.

7. A description of the roles and responsibilities for key positions and the Offeror's rationale for designation of the key positions.

Key Personnel

The Offeror shall identify the key personnel and their qualifications to fill those positions. The Offeror shall complete Attachment L.03, KLXS-II Key Personnel Résumé Format, for each key position, and include signed letter(s) of commitment and submit in Volume III, Plans and Other Data.

Phase-in Plan

The Government anticipates a phase-in period not exceeding 30 days prior to contract start to ensure full contract performance on the contract start date, including the deliverables required at contract start. The Offeror shall ensure that the required resources are available at contract start without any disruption in services. The phase-in plan shall convey a clear understanding of the issues associated with transitioning contracts of this size and complexity.

The Offeror shall submit a Contract Phase-in Plan in Volume III, Plans and Other Data. The phase in plan should include, at a minimum, the following information:

- Description of the overall strategy, schedule, and approach for ensuring a seamless transition.
- Planned phase-in team and their responsibilities during phase-in.
- Schedule for all phase-in steps and milestones to be accomplished.
- Description of plan for hiring and training personnel, and obtaining badges. Specifically identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from the incumbent hire, outside hire, transfer from within offeror's company (corporate or companywide).
- Description of relationships and communication required with NASA, and the incumbent KLXS contractor and subcontractors including support, resources, and interfaces expected from each.
- Identification of phase-in risks and description of mitigations.

Total Compensation Plan

The Offeror's proposal shall include a Total Compensation Plan as well as associated rationale and shall be submitted in Volume III, Plans and Other Data. The Offeror shall provide a Total Compensation Plan for the prime and each major subcontractor, individually. Data such as wage and salary ranges and fringe benefit formulas, factors, and rates shall be submitted as part of the Cost portion of Volume IV. The Offeror shall fully describe the benefits for both exempt and non-exempt employees in each of the Offeror's labor classification positions. The Offeror shall also ensure that the Total Compensation Plan meets the requirements of FAR 52.222-46, Evaluation of Compensation for Professional Employees, and NFS 1852.231-71, Determination of Compensation Reasonableness.

The Offeror shall:

- Discuss how wages, salaries, and fringe benefits were established for exempt and non-exempt employees. Describe applicability of the Service Contract Act and any other wage determinations that affect the Offeror's job classifications and compensation structure.
- Describe the Offeror's plans for recruiting and retaining qualified personnel; including external recruitment, the retention of incumbent personnel and maintaining employee morale.
- Describe any proposed wage/salary escalations for exempt and non-exempt employees. Discuss how the proposed Compensation Plan recognizes the differences in skills and complexities of the varied disciplines, as well as job difficulty. Describe how the potential impact of different pay scales would be handled where services provided by major subcontractors are similar to those provided by the Offeror.
- Discuss the proposed fringe benefit policies and practices regarding health insurance coverage, the types of health insurance benefits offered, the company share of premium costs (including identification of the coverage amounts which meet the NFS 1852.228-75, Minimum Insurance Coverage), the effective date of coverage, and anticipated escalation of insurance costs. Describe the proposed policy on assuming health insurance coverage for incumbent employees, including handling pre-existing health conditions.
- Discuss the proposed retirement/savings plans, including what types of plans are offered, how much the company provides toward a plan and information on vesting of company contributions.
- Prior experience with this proposed total compensation plan including information such as length of time, the Offeror (or other elements of the company) has used the plan and the effects on employee morale and turnover experienced with this compensation plan compared to the national average.
- Describe the proposed work week hours and paid time-off policies including vacation, sick leave, holidays, and payment policies including the frequency of pay, severance pay, overtime pay, holiday pay, and any other premium pay anticipated.

- Describe any other benefits included in the compensation package not previously identified.
- Describe any policies regarding recognition of seniority, salaries, wages, and fringe benefits for incumbent employees.

The total compensation plan shall be consistent with the data provided in the cost volume. Information required to be submitted in the cost volume is not required to be duplicated.

L.27-2: TECHNICAL APPROACH (450 points) (Volume 1)

Overall Technical Understanding and Approach

The Offeror shall describe its technical approach for providing comprehensive, effective and efficient implementation of the PWS requirements including strategies, innovations, and resource synergies. The proposal shall describe the Offeror's approach to meeting the PWS requirements in a format that addresses each section of the PWS to the lowest level depicted in the PWS table of contents. The proposal shall provide the detail necessary to substantiate the proposed approach.

Staffing Plan

The Offeror shall provide a staffing plan that satisfies the requirements of the RFP. The proposed staffing plan shall include:

1. A rationale for the proposed skill mix and distribution for performing the work requirements by PWS; any cross-utilization of labor categories or other efficiencies; and how the staffing plan correlates with the proposed organizational structure.

2. A Basis of Labor Distribution (Attachment L.06, Basis of Labor Distribution Template, BoLD tab) which is consistent with the Offeror's management and technical approaches, organizational structure, and Cost Volume.

3. A rationale by offeror's labor classification and the Government's labor category for any deviations (including number of hours changed) from the Government provided hours (Attachment L.01) and/or Government Standard Labor Categories and Qualifications (Attachment L.05).

The Offeror shall complete a Labor Classification and Qualification Crosswalk (Attachment J.07), to be submitted in Volume III, Plans and Other Data. The information in this table shall be limited to labor classifications with associated minimum education level, experience level, and skills. This crosswalk shall relate the Offeror's labor classifications (column D) to the Government's labor categories (column C) as indicated in Attachment L.05, Government Standard Labor Categories and Qualifications.

L.27-3: SMALL BUSINESS UTILIZATION (100 points) (Volume II)

All Offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses

are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All Offerors are required to respond to the Commitment to the Small Business Program.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) Required by the FAR:

(i) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan with Alternate II”. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

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

Small Businesses (SB)	35%
Small Disadvantaged Business Concerns (SDB)	5%
Women Owned Small Business Concerns (WOSB)	13%
Historically Black Colleges and Universities (HBCU)/Minority Institutions(MI)	1%
HUBZone Small Business Concerns (HBZ)	10%
Veteran Owned Small Business Concerns (VOSB)	13%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	10%

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

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

(v) The Plan submitted with the proposal shall be incorporated in Section J as Attachment J.10, Small Business Subcontracting Plan, in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed $650,000 or $1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities

available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a)(1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall complete Exhibit L.SB.1 (see example below), SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Exhibit L.SB.1 Small Business Subcontracting Goals

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at $100M with estimated subcontracts of $50M:

	Column A	Column B	Column C
Business Category	Goal as Percent of Contract Value	Dollar Value to be subcontracted per Category	Goal as Percent of Subcontracting Value
Small Business Concerns	25 percent	$25,000,000	50 percent
Large Business Concerns	n/a	$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	$50,000,000	100 percent
The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	$5,500,000	11 percent

Veteran Owned Small Business Concerns	2.5 percent	$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the total offered price of the proposal (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = $2,500,000 divided by $100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the "Total Dollars to be Subcontracted" cell in Column B. In the example above, Column C for Women-Owned Small Businesses = $9,000,000 divided by $50,000,000, or 18 percent.

Note: the "Total Dollars to be Subcontracted" amount in Column C will always be that category divided by itself (100 percent if any dollars are subcontracted).

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any work to be subcontracted that is considered "high technology." High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by 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, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small (Large) Business Offerors, this information should conform to applicable portions of the submitted Small Business Subcontracting Plan. (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement).

(End of provision)

L.28 COST FACTOR – Volume IV

INSTRUCTIONS FOR PREPARATION OF THE COST PROPOSAL

General Cost Proposal Information

Certified cost and pricing data is not required; however, supporting cost data other than certified cost and pricing data is required per FAR 15.403-1(b). To ensure that the Government is able to perform a fair evaluation of the proposed cost, each offeror is required to submit a cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall account for all resources necessary to complete requirements of this contract; be traceable to the technical/management proposal(s); explain in detail all pricing and estimating techniques; comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements; and include a narrative portion that explains all judgmental elements of cost projections and fee policies including any proposed team fee sharing arrangements. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the evaluating board's understanding and ability to mathematically verify these estimating tools. Offerors are advised that NASA may, during discussions (if required) or as part of the Final Proposal revision process (if required), request additional pricing information.

The cost proposal shall be submitted in two volumes - one labeled Volume IV- Cost and one labeled Volume IV - Cost – Model Contract.

COST PROPOSAL PRICING INSTRUCTIONS

(1) COST TEMPLATES: All formulas used in the workbooks shall be clearly visible in the individual cells and verifiable. Use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks shall not contain any added macros or hidden cells as this may result in the Government being unable to fully evaluate the proposal. In addition to the hardcopy requirements, each prime and major subcontractor are required to submit their Excel cost templates and any other electronic cost data, including formulas on CD-ROM / DVD. Again, Offerors shall not lock/protect or secure using passwords.

Offerors and major subcontractors shall price their cost/price proposal utilizing Attachments L.01, Government Provided Hours, and L.05, Government Standard Labor Categories and Qualifications, and the following Government provided Excel cost pricing templates (L.04, Cost Templates):

1. BASIC COST TEMPLATES (FINAL) WORKBOOK (core effort)

2. BASIC RATES & FACTORS TEMPLATES (FINAL) WORKBOOK (rates and factors)

3. PHASE-IN TEMPLATES (FINAL) WORKBOOK (phase in)

Offeror shall comply with the specific Cost Template Instructions provided in the 'Instruction' tabs within the above templates.

Labor classifications utilized in the Cost proposal shall be consistent with those in the Offeror's Staffing Plan and Total Compensation Plan.

Note: major subcontractor(s) – defined as any subcontract with a total purposed value of $25 million or greater - shall also use the pricing templates identified in Templates 1 and 2 above and provide cost information as required by the cost template instructions herein. The major subcontractor's cost templates can be included in a double-sealed envelope with the prime's proposal or submitted directly to the Contracting Officer by the due date.

(2) "Productive hours" is defined as follows:

The total available hours for productive work in a year, which can vary from year to year (2080, 2088, 2096, etc.), excluding overtime and non-productive time (i.e., vacation, sick time, personal time and holidays).

For example:

2080 available hours per year
– 100 hours vacation
– 40 hours sick
– 80 hours holiday
1860 Productive Hours

Productive hours may vary slightly from year to year depending on the number of actual work days identified in a calendar year.

For example:

Every four years, there is an extra day at the end of February. This could cause productive hours to go up depending on whether that extra day falls on a normal work day or a non-work day.

(3) A Work Year Equivalent (WYE) is a full time equivalent that is defined as follows:

The proposed productive hours needed to complete a given work requirement (including any job specific training), divided by the annual productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees.

WYEs are calculated as follows:

$$\frac{\text{Annual Productive Hours necessary for work requirement}}{\text{Total Amount of Productive Hours typically worked by one average full time employee in a given year}}$$

Example 1:

If there are 1860 total productive hours for one average full time employee in a given year, and the work requirements are such that the employee has to perform all 1860 of those hours to successfully fulfill that work effort required, then 1 WYE is needed.

1860 / 1860 = 1 WYE

Example 2:

If there are 1860 total productive hours for one average full time employee in a given year, and the work requirements are such that the Contractor will need enough employees to perform 2790 hours of work effort to successfully fulfill that work requirement, then 1.5 WYE is needed.

2790/ 1860 = 1.5 WYE

Caution: WYEs are not always equivalent to headcount.

(4) Headcount refers to the number of physical employees the Employer will use to fill a work requirement.

Using Example 1 in item 7 above, a Contractor might choose to fill the requirement for 1 WYE (or 2080 productive hours) by employing 1 full time employee (i.e., a headcount of 1) or with 2 part time employees (i.e., a headcount of 2) to meet the work requirement for 1 WYE.

(5) Instructions to Offerors regarding their fill-in of the fully burdened ID/IQ rates in Attachment J.09, Task Order Pricing Rates: The Contractor shall fill in its fully burdened rates in the Attachment J.09 which will become part of the contract and will be used to determine the price of each ID/IQ task order (rates in J.09 to be applied to negotiated hours for the task). The fully burdened labor rate must be exclusive of fee. ID/IQ fully burdened labor rates by Government labor classifications shall be identical to those identified and used in the core contract. The ID/IQ rates will be listed separately for prime and each subcontractor within the attachment.

(6) Responsibility shall be determined in accordance with FAR 9.104.

(7) Financial Capability Disclosure: The prime offeror and major subcontract(s) shall be responsive to DCMA request for all pre-award surveys.

(8) Offerors must be prepared to send a copy of the prime and all major subcontractor(s) cost proposals (both electronic and hardcopy) to each cognizant Defense Contract Audit Agency (DCAA) field audit office when notified by the KLXS-II Contracting Officer. In addition, Offerors must also be prepared to send a copy of the prime and all major subcontractor(s) cost proposals (both electronic and hardcopy) to the cognizant Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO) when notified by the KLXS-II Contracting Officer.

(9) Funding Mechanisms (Responsibility): The Offeror and major subcontractor(s) shall submit details of both internal and external funding mechanisms, including available lines of credit. Provide contact information for the financial institution extending the credit line and the dollar amount (if any) presently in use. For parent or holding companies, the Offeror shall include a guarantee from the parent or holding company of complete and faithful performance on the contract, and of all necessary and required resources including financing, to assure the full, complete and satisfactory performance of the contract. Failure to provide this guarantee may result in the elimination of the Offeror's proposal from consideration for award.

(10) Offeror Fiscal Year: Offeror shall identify its corporate fiscal year in the cost narrative.

(11) Phase-In Period: Ensure that the cost proposal is consistent with the activities described in the proposed phase-in approach. The cost and staffing levels shall be presented in the appropriate Cost Forms. Provide detailed data supporting the development of the proposed costs (for the Offeror and subcontractor(s)).

Phase-in price, if any, shall include all costs incurred prior to full assumption of the PWS. These costs shall include those required to secure the initial staff, equipment, and other resources and shall reflect the cost associated with staffing build-up to full assumption of contract responsibility. The Offeror shall complete the appropriate staffing and cost forms to capture the proposed resources for phase-in even if the Offeror proposes a reduced price or no cost for phase-in.

(12) Fee: Provide a description of the fee rate proposed for the core CPFF effort (CLINS 0001-0005) and also the fee rate proposed for the ID/IQ CPFF task orders (CLIN 0006). The base for computation of fee shall not include any Other Cost Elements (OCE) (travel or other direct costs, with the exception of subcontractor labor). If a fee sharing pool arrangement is proposed (prime and subcontractor(s)), include a detailed discussion of the arrangement and the distribution of fee. Include a discussion of how the proposed fee percentage rate was derived and why it is reasonable for the type of effort. If a team fee arrangement is proposed, the subcontractor(s) proposed total cost would not include fee and all fee would be included in prime fee.

(13) Standardized Proposal Values: The travel and ODC standardized proposal values are pre-populated in the cost templates, 'ODC' tab. Total standardized value is $1,072,445 if all 4 option periods are exercised. The Offeror shall not change the allocation of the travel and ODC values as shown.

(14) Government-Provided Facilities, Equipment and Services: Offerors are advised that housing of KLXS II personnel and equipment is intended to be on NASA Centers, such that many traditional indirect cost elements are provided at no contractor-incurred cost (e.g., office space, equipment, and furnishings; facility maintenance; parking; security; utilities; communication equipment and services; computer hardware, software, and support; occupational health services; occupational and other related training; and other employee amenities).

(15) Assumptions: List all assumptions made to estimate cost associated with this proposal by WBS.

(16) Uncompensated Overtime: As noted in FAR 37.115-2, use of uncompensated hours is not encouraged. If, however, the Offeror intends to use uncompensated overtime hours, they must be included in the estimated cost. For any uncompensated hours proposed, including subcontractor hours, the Offeror shall identify in its proposal, by labor classification, the hours in excess of an average 40 hour week. This includes uncompensated overtime hours that are in the Offeror's indirect cost pools. The effective labor rate will be calculated based on the Offeror's proposed uncompensated overtime hours. Proposals which include unrealistically low effective labor rates or which do not otherwise demonstrate cost realism will be adjusted to determine the most probable cost. The Offeror shall include with the proposal a copy of its policy addressing uncompensated

overtime, including a description of the timekeeping and accounting systems used to record all hours worked by FLSA-exempt employees and the historical basis for the uncompensated overtime hours proposed.

MODEL CONTRACT

The Offeror shall submit a Model Contract labeled “Volume IV, Cost - Model Contract” in separate binders, each with original signatures, at the time of Cost Volume submission.

(1) The Offeror shall submit a completed SF33 (Blocks 12 through 18) with an original signature. It is requested that the Offeror indicate, in Block 12 of the SF33, a proposal validity period of 270 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) The Offeror shall complete the indicated offeror required fill-in in Sections B-K. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the model contract. Any such changes shall be separately identified in the Summary of Exceptions in accordance with Section L provision, Summary of Exceptions.

(3) Annual representations and certifications shall be completed and submitted electronically in accordance with FAR 52.204-8, Annual Representations and Certifications.

(End of provision)

L.29 PAST PERFORMANCE (Volume V)

A. The Offeror shall submit past performance history in the following format and sequence to include all information prescribed below for both the Offeror and the Offeror’s proposed subcontractors. The Offeror shall include their name, address, CAGE Code and DUNs number for the entire team as well as the DCMA and DCAA points of contact information. The Offeror shall describe past performance on contracts similar in size, content, and complexity to KLXS-II requirements that are currently in progress or have been completed within the last five (5) years.

B. The Offeror shall specifically provide a discussion of the relevant contract technical requirements, any unique schedule requirements, cost performance, problems encountered and initiative in problem resolution and overall performance. The Offeror shall describe the size of their team and the challenges/benefits realized. The Offerors may submit additional information at its discretion (within page limits) if they consider such information necessary to establish a record of relevant performance.

C. The Offeror will request past performance questionnaire information on no more than five (5) of its previous or current contracts. Additional questionnaires may be requested by subcontractors; however each company is limited to three (3) questionnaires. For contracts

on which questionnaires have been requested, the Offeror will include the following information in the past performance volume:

1. Customer's name, address, and telephone number for the contracts and technical points of contact. Ensure that the information is current and accurate by verifying the phone numbers and addresses.

2. Contract number, type, total original value, and present or final contract value.

3. Date contract was awarded, place(s) of performance, and original contract period of performance, and actual contract period of performance.

4. Method of acquisition: competitive or sole-source.

5. Average number of personnel on the contract per year.

6. Description of how the respective contract is similar in size, content, and complexity to the KLXS-II requirements. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

7. Description of the phase in experience on the contract.

8. Small business subcontracting goals achievement on the contract.

9. Statement of safety performance on the contract.

10. Approaches used on the contract to maintain systems and services while increasing efficiency and/or reducing costs.

11. Description of any initiatives taken to accommodate major changes or transformation in the contract requirements.

D. The Offeror shall describe any terminated contracts (partial or complete) within the past three years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating contracting officer. Include contracts, or portions of contracts that were "de-scoped" by the customer because of performance or cost problems

E. The Offeror shall identify any contracts where options were not exercised.

F. The Offeror shall describe any awards or recognition received from customers.

G. Contracts listed may include those entered into with the Federal Government, agencies of state and local governments, and commercial customers.

H. The Offeror is responsible for forwarding the Past Performance Questionnaire to customer references listed in your proposal as required in paragraph (C) above. The Offeror will request that the customer references complete the Past Performance Questionnaire (Attachment L.02) and return it to the Contracting Officer, Mary Kiss as stated in the questionnaire to meet the deadline. The Government may contact the references directly.

I. The Offeror is responsible for ensuring that questionnaires are completed and provided to KSC to meet the stated deadline. In addition to these customer references, the NASA past performance database and references known to the Government will be checked as deemed necessary. Instructions for completing the Past Performance/Interview Questionnaire Forms are contained in this form.

(End of provision)

L.30 CASE STUDIES

The Offeror will respond to the following case studies to demonstrate an understanding of the requirements within the RFP. Responses to the case studies shall be limited to two pages each.

Case Study #1:
The Offeror shall describe the required integration tasks (e.g., Coordination, Program/project schedule and related critical path changes) to react to a one month slip to the Verification and Validation activities within the Mobile Launcher Element.

Case Study #2:
The Offeror shall identify GSDO's major technical and organizational challenges in transitioning the Program from Program Design Review (PDR) to Operational Readiness Review (ORR).

(End of provision)

L.31 ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN

(a) Notice. The Contracting Officer has determined that this acquisition may give rise to an Organizational Conflict of Interest (OCI). Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest. The contracting officer will not award a contract until NASA determines any conflict or potential conflict of interest is reasonably resolved.

(b) Description of potential conflict. The nature of this conflict is the KLXS-II will be closely aligned with the Government to provide program management support and may be in a position to review/analyze/develop labor and cost estimates and requirements for GSDO. The Contractor selected for this services effort will be prohibited from performing any contract that implements GSDO requirements. Further, potential OCI may exist with regard to other ongoing and future NASA contracts (at the prime and subcontractor level) running concurrently with this contract. They include, but are not limited to KSC's Engineering Services Contract (ESC), Information Management and Communications Support (IMCS), and Test and Operations Support Contract (TOSC) (and any follow-on) and other engineering, and development and production contracts at KSC and other NASA installations.

(c) Responsibility of offeror.

(1) Mitigation Plan

Each offeror shall provide an OCI Mitigation Plan as part of its proposal in Volume IV, Other Plans and Data. This plan shall address the Offeror's process for identifying conflicts or potential conflicts of interest throughout the contract performance period as well as the Offeror's specific mitigation of any existing conflicts of interest. The plan, as approved by the Contracting Officer, will be included in any resulting contract.

(i) The plan shall describe the processes or procedures for assuring compliance with contract clauses I.115 NFS 1852.237-72 Access to Sensitive Information, and H.13 Organizational Conflict of Interest Mitigation Plan.

(ii) The plan shall describe the approach to identifying, recognizing, analyzing, evaluating, resolving, and reporting potential OCI issues for the Offeror and its subcontractors.

(iii) The plan shall define company roles, responsibilities, and procedures for screening existing and new business opportunities for actual or potential OCIs.

(iv) The plan shall include identification of the individual responsible for oversight and administration of the plan.

(v) The plan shall include a description of and position of the business unit performing the contract effort within corporate structure.

(vi) The plan shall include a clear statement of corporate commitment and compliance with plan.

(2) Assessment

Each offeror (and its subcontractors) shall assess and identify whether there is a conflict of interest involving contracts or subcontracts with NASA or other organizations.

Actual or potential conflicts of interest and associated mitigations shall be included in the Offeror's OCI Mitigation Plan. The description of conflicts shall include the contract name, number, and type; period of performance; Contracting Officer's name and contact information; any OCI clause included in the referenced contract; any specific prohibition delineated or directed by the referenced contract; and the types of services performed.

* "Teaming arrangement," means an arrangement in which (1) two or more companies form a partnership or joint venture to act as a potential prime contractor; or (2) a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

** "Contractor" includes any division, subsidiary, or separate company owned wholly or in part or otherwise controlled by the Offeror and any of the Offeror's subcontractors.

(d) The Government, in its sole discretion, will determine whether an OCI exists and whether the OCI has been resolved. The OCI Mitigation Plan will not be evaluated as part of Mission Suitability. However, before being eligible to receive an award, the Offeror shall submit an acceptable OCI Mitigation Plan. The Government may communicate with any offeror at any time during the evaluation process concerning the Offeror's OCI Mitigation Plan.

(e) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –

(1) there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or

(2) the Offeror has disclosed known relevant information regarding any actual or potential conflicts of interest.

(f) Notice. If the successful offeror was aware, or should have been aware, of an actual or potential OCI before award of this contract and failed to fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(g) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.

(h) Actions to reduce conflict. All offerors shall comply with the limitations provided at clause H.12, Limitation of Future Contracting.

(End of provision)

SECTION M – Evaluation Factors for Award

M.1 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 SOURCE SELECTION AND EVALUATION FACTORS – GENERAL

Source Selection: The Government will conduct this competitive negotiated acquisition in accordance with FAR 15.3 and NFS 1815.3, “Source Selection.” The Source Evaluation Board procedures in NFS 1815.370, “NASA formal Source Selection” apply. The attention of offerors is particularly directed to NFS 1815.305, “Proposal Evaluation” and to NFS 1815.305-70, “Identification of Unacceptable Proposals.” The Government will use a trade-off process, as described in FAR 15.101-1, in making source selection.

Evaluation Factors and Subfactors: The Government will use the evaluation factors Mission Suitability, Cost, and Past Performance, as described in NFS 1815.304-70, “NASA Evaluation Factors”, to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactors. Only the Mission Suitability factor is numerically scored.

The Model Contract: The model contract shall be in complete agreement with the proposal. However, if the data included in the model contract disagrees with the data in the proposal volumes then the model contract will be considered as having precedence over the data included in the proposal volumes.

Discussions: The Government’s intent regarding discussions with offerors is set forth in Section L Clause, FAR 52.215-1 *Instructions to Offerors-Competitive Acquisition*.

Relative Order of Importance of Evaluation Factors: Mission Suitability and Past Performance, when combined, are significantly more important than Cost. The Mission Suitability factor is more important than the Past Performance factor which is more important than Cost.

(End of provision)

M.3 MISSION SUITABILITY FACTOR

The Mission Suitability factor will evaluate the Offeror’s overall understanding of the requirements and the adequacy of the Offeror’s proposed approach to meeting the requirements. If the Offeror’s proposal demonstrates a lack of resource realism, it will be evaluated as a lack of understanding of, or commitment to, the requirements which may adversely affect the Mission Suitability scores and may result in probable cost adjustments under the Cost Factor. The Mission Suitability factor consists of three sub-factors:

Management, Technical, and Small Business Utilization. The Mission Suitability factor will be weighted and scored on a 1,000 point scale. The weights (points) associated with each Mission Suitability sub-factor are as follows:

Mission Suitability Sub-factors	Weight
Management	450
Technical	450
Small Business Utilization	100
Total	1,000

The Mission Suitability sub-factors will be rated and scored in accordance with NFS 1815.305(a)(3)(A).

M.3-1: MANAGEMENT APPROACH (450 Points)

Management Approach and Organizational Structure

1. The Offeror's management approach and organizational structure, including supporting rationale, for fulfilling the requirements of the RFP will be assessed for efficiency and effectiveness in managing all aspects of performance of the RFP requirements, including:

    - Promotion of teamwork, communications, and understanding of relationships with GSDO, customers/stakeholders, and other KSC contractors.

    - Accommodation of changing requirements, priorities, and workload fluctuations.

2. The Offeror's approach for subcontractor selection and assigned work content will be evaluated.

3. The Offeror's approach will be evaluated for effectiveness of the lines of communication and levels of authority, including:

    - Proposed primary interfaces with the Government.

    - Level of autonomy and level of recurring reporting/accountability of the KLXS-II Program Manager position within the corporate structure.

4. The Offeror's rationale for designation of key positions and description of the roles and responsibilities for these positions will be evaluated.

5. The Offeror's proposed organizational structure will be evaluated for consistency with the overall management approach.

The management aspects of the Offeror's responses to the case studies will be evaluated for consistency with the proposed management approach.

Key Personnel

The Government will evaluate the Offeror's proposed key personnel, their qualifications to fill those positions and their level of commitment. The resumes for the proposed key personnel will be assessed for qualifications and relevancy to requirements specified in Attachment J.07, Labor Classification and Qualification Crosswalk, and the respective functional areas(s) of responsibility.

Phase-in Plan

The Government will evaluate the Offeror's proposed Phase-in Plan for effectiveness and efficiency in achieving smooth and seamless transition of personnel, planned phase-in team, their responsibilities during phase-in, resources, and the methods utilized to ensure continuity of services with minimal disruption to the Government.

Total Compensation Plan

The Government will evaluate the Offeror's proposed Total Compensation Plan in accordance with FAR 52.222-46 and NFS 1852.231-71.

M.3-2: TECHNICAL APPROACH (450 points)

The Government will evaluate the proposed overall technical approach for providing comprehensive, effective and efficient implementation of the contract requirements. The Government will evaluate the proposed strategies, innovations, and resource synergies.

Overall Technical Understanding and Approach

The Government will evaluate the extent to which the proposal demonstrates a thorough and comprehensive understanding of the contract requirements.

The technical aspects of the Offeror's responses to the case studies will be evaluated for understanding of RFP requirements and consistency with the proposed technical approach.

Staffing Plan

The Government will evaluate the Offeror's proposed staffing plan and methods for ensuring staffing flexibility, responsiveness, and ability to meet RFP requirements.

The staffing plan will be evaluated on the following:

1. Ability to perform the requirements.

2. Approach to improving GSDO efficiency through utilization of personnel.

3. Approach to providing a workforce and ensuring that personnel meet the minimum labor qualifications (as compared to Attachment J.07, Labor Classification and Qualification Crosswalk, and relevant to the requirements).

4. Consistency with Volume IV - Cost, and Attachments J.07 and J.08.

5. Consistency with the overall technical approach.

6. Consistency with the proposed management approach.

M.3-3: SMALL BUSINESS UTILIZATION SUBFACTOR

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(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 small business category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)

(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 small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For large businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(End of provision)

M.4 COST FACTOR

The Government will not utilize weighting and scoring in the cost area. The Government will perform a cost analysis and a cost realism (definition of “cost realism” is in FAR 2.101(b)) analysis in accordance with FAR 15.404-1(d) of each offeror's proposal to evaluate the realism and reasonableness of the proposed costs and will be used in determining the probable cost. For the probable cost adjustment, the proposed fee dollars will not be adjusted. Offerors should refer to NFS 1815.305 for NASA specific instructions on probable cost and cost realism. The Offeror’s cost proposal will be evaluated for validity, realism, and adequacy. The Government will perform a price analysis of the Offeror’s entire proposal. The phase-in price will be evaluated for consistency with the Offeror's Phase-in Plan.

The table J.09 Task Order Pricing Rates will be considered for consistency with the core effort burdened labor rates.

For purposes of source selection, the total proposed cost and evaluated cost will be considered. The total evaluated cost consists of the Phase-In Price and the Probable Cost for the Base-Period (including standardized values) and all Options (CLINs 0002-0005).

(End of provision)

M.5 PAST PERFORMANCE FACTOR

The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The Offeror’s recent and relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. This evaluation will include past performance of proposed subcontractors. The evaluation will consider the Offeror’s inputs and responses from references. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation.

This factor is not numerically weighted or scored. The Government will evaluate past performance and assign level of confidence ratings as defined in NFS 1815.305(a)(2). The past performance evaluation is an assessment of the Government’s confidence in the Offeror’s ability to perform the solicitation requirements.

(End of provision)