

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>		RATING	PAGE 1 OF 102
2. CONTRACT NO.	3. SOLICITATION NO. <b>NNA14408214R</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
7. ISSUED BY <b>NASA Ames Research Center Moffett Field, CA 94035-0001 Attn: Elizabeth M. Pane</b>		CODE <b>JAC</b>	8. ADDRESS OFFER TO (If other than Item 7) <b>NASA Ames Research Center Attn: Elizabeth M. Pane, Mail Stop 241-1 Bldg, 241, Room 257A P.O. Box 1 Moffett Field, CA 94035-0001</b>		

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

**SOLICITATION**

9. Sealed offers in original and **6** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **N241, Room 257A** until **1:00pm** local time, on **12/18/2013**.  
 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: <input checked="" type="checkbox"/>	A. NAME <b>Elizabeth M. Pane</b>	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS <b>Elizabeth.m.pane@nasa.gov</b>
		AREA CODE <b>(650)</b>	NUMBER <b>604-5053</b>	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – THE SCHEDULE				PART II – CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		PART IV – REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8) <input checked="" type="checkbox"/>	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

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

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN: <input checked="" type="checkbox"/> ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE	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.**

# PART 1 – SECTION A – THE SCHEDULE

## TABLE OF CONTENTS

<b>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS .....</b>	<b>B-1</b>
<b>B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED .....</b>	<b>B-1</b>
<b>B.2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988) .....</b>	<b>B-3</b>
<b>B.3 CUMULATIVE VALUE FOR TASK ORDERS .....</b>	<b>B-3</b>
<b>B.4 PERFORMANCE INCENTIVE FOR SUPPORT SERVICE CONTRACTS .....</b>	<b>B-4</b>
<b>B.5 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES FIRM-FIXED PRICE .....</b>	<b>B-6</b>
<b>B.6 LIMITATIONS ON PERIOD OF PERFORMANCE .....</b>	<b>B-7</b>
<b>SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK .....</b>	<b>C-1</b>
<b>C.1 SPECIFICATION/STATEMENT OF WORK .....</b>	<b>C-1</b>
<b>SECTION D - PACKAGING AND MARKING.....</b>	<b>D-1</b>
<b>D.1 CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>D-1</b>
<b>SECTION E - INSPECTION AND ACCEPTANCE.....</b>	<b>E-1</b>
<b>E.1 CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>E-1</b>
<b>SECTION F - DELIVERIES OR PERFORMANCE .....</b>	<b>F-1</b>
<b>F.1 CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>F-1</b>
<b>F.2 PERIOD OF PERFORMANCE .....</b>	<b>F-1</b>
<b>F.3 PLACE OF PERFORMANCE - SERVICES .....</b>	<b>F-2</b>
<b>F.4 DELIVERY AND/OR COMPLETION SCHEDULE .....</b>	<b>F-2</b>
<b>F.5 DELIVERY OF REPORTS .....</b>	<b>F-2</b>
<b>F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997) .....</b>	<b>F-2</b>
<b>SECTION G - CONTRACT ADMINISTRATION DATA .....</b>	<b>G-1</b>
<b>G.1 CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>G-1</b>
<b>G.2 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008).....</b>	<b>G-1</b>
<b>SECTION H - SPECIAL CONTRACT REQUIREMENTS .....</b>	<b>H-1</b>
<b>H.1 CLAUSES INCORPORATED BY REFERENCE .....</b>	<b>H-1</b>
<b>H.2 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989) .....</b>	<b>H-1</b>
<b>H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989).....</b>	<b>H-3</b>
<b>H.4 OBESERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALT I) (SEP 1989) (ALT II) (OCT 2000) .....</b>	<b>H-3</b>
<b>H.5 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004) (MODIFIED JAN 2012) .....</b>	<b>H-4</b>
<b>H.6 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988) .....</b>	<b>H-5</b>
<b>H.7 HANDLING OF DATA (ARC 52.227-96) (JUN 1989).....</b>	<b>H-6</b>
<b>H.8 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007) (MODIFIED JAN 2012) .....</b>	<b>H-7</b>
<b>H.9 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)....</b>	<b>H-8</b>
<b>H.10 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012) .....</b>	<b>H-8</b>
<b>H.11 INCORPORATION OF THE CONTRACTOR’S PROPOSAL.....</b>	<b>H-8</b>
<b>H.12 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING.....</b>	<b>H-8</b>

<b>H.13 NON-PERSONAL SERVICES</b> .....	H-11
<b>H.14 LIMITATION OF FUNDING (TIME AND MATERIALS CONTRACT)</b> .....	H-11
<b>H.15 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010) ALTERNATE I</b> .....	H-12
<b>SECTION I - CONTRACT CLAUSES</b> .....	<b>I-1</b>
<b>I.1 CLAUSES INCORPORATED BY REFERENCE</b> .....	I-1
<b>I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)</b> .....	I-4
<b>I.3 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)</b> .....	I-6
<b>I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)</b> .....	I-6
<b>I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2012)</b> I-6	
<b>I.6 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) (AUG 2012) (DEVIATION)</b> .....	I-8
<b>I.7 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)</b> .....	I-8
<b>I.8 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (ALT I) (OCT 1996)</b> .....	I-8
<b>I.9 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)</b> .....	I-10
<b>I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)</b> .....	I-10
<b>SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS</b> .....	<b>J-1</b>
<b>J.1 LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS (ARC 52.211-90) (FEB 1997)</b> .....	J-1
<b>SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS</b> .....	<b>K-1</b>
<b>K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</b> .....	K-1
<b>K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (DEC 2012)</b> .....	K-1
<b>K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)</b> .....	K-5
<b>K.4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (FEB 2012)</b> .....	K-7
<b>K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2012) (ALT I) (APR 2011)</b> K-9	
<b>K.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)</b> .....	K-12
<b>K.7 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN— CERTIFICATION (FAR 52.225-20) (AUG 2009)</b> .....	K-13
<b>K.8 RESTRICTION ON FUNDING ACTIVITY WITH CHINA—REPRESENTATION (NFS 1852.225-72) (FEB 2012)</b> .....	K-13
<b>K.9 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (NFS 1852.209-75) (DEVIATION FEB 2012)</b> .....	K-14
<b>K.10 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (NFS 1852-209.74) (DEVIATION FEB 2012)</b> .....	K-15
<b>K.11 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (NFS 1852.209-73) (DEVIATION FEB 2012)</b> .....	K-15
<b>SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS</b> .....	<b>L-1</b>
<b>L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE</b> .....	L-1
<b>L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)</b> .....	L-2
<b>L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)</b> .....	L-2
<b>L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)</b> .....	L-2
<b>L.5 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)</b> .....	L-2
<b>L.6 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245.80) (JAN 2011)</b> .....	L-3
<b>L.7 PROPOSAL PREPARATION-GENERAL INSTRUCTIONS</b> .....	L-4
<b>L.8 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998) (ARC MODIFIED) (DEC 2004)</b> .....	L-8
<b>L.9 INSTRUCTIONS FOR MISSION SUITABILITY - ORAL PRESENTATIONS</b> .....	L-9
<b>L.10 PROPOSAL PREPARATION—SPECIFIC INSTRUCTIONS</b> .....	L-12

<b>L.11 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION</b> .....	L-29
<b>SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS</b> .....	<b>M-1</b>
<b>M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)</b> .....	M-1
<b>M.2 EVALUATION APPROACH</b> .....	M-1
<b>M.3 WEIGHTING AND SCORING</b> .....	M-10

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

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

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to meet the Financial Support Services requirements set forth in Section J, paragraph J.1 (a), Attachment 1, *Statement of Work (SOW)*.

1. Item No.	2. Description	3. Qty	4. Unit
<b>BASE PERIOD</b>			
01*	Phase-In Period, as set forth in Section F, paragraph F.2(a)	1	Job
02A*	Contract Management, Base Period, as set forth in Section F, paragraph F.2(a)	1	Job
02B*	Financial Support Services, Core Requirements, Base Period, as set forth in Section F, paragraph F.2(a)	1	Job
02C	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Base Period, as set forth in Section F, paragraph F.2(a)	TBD	Task Order
02D	Financial Support Services, Time and Materials (T&M) Requirement, Base Period, as set forth in Section F, paragraph F.2(a)	TBD	Task Order

\* Base Period – Only Contract Line Items No. 01 (Phase-In), 02A (Contract Management), and 02B (Core Requirements) will be awarded at time of contract award.

(b) Option Periods

If Option Periods are exercised pursuant to Clause 52.217-9, *Option to Extend the Term of the Contract*, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section J, paragraph J.1 (a), Attachment 1, *Statement of Work*.

1. Item No.	2. Description	3. Qty	4. Unit
<b>OPTION PERIOD ONE</b>			
03A	Contract Management, Option Period 1, as set forth in Section F, paragraph F.2(b)	1	Job
03B	Financial Support Services, Core Requirements, Option Period 1, as set forth in Section F, paragraph F.2(b)	1	Job
03C	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Option	TBD	Task Order

	Period 1, as set forth in Section F, paragraph F.2(b)		
03D	Financial Support Services, Time and Materials (T&M) Requirement, Option Period 1, as set forth in Section F, paragraph F.2(b)	TBD	Task Order
<b>OPTION PERIOD TWO</b>			
04A	Contract Management, Option Period 2, as set forth in Section F, paragraph F.2(c)	1	Job
04B	Financial Support Services, Core Requirements, Option Period 2, as set forth in Section F, paragraph F.2(c)	1	Job
04C	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period 2, as set forth in Section F, paragraph F.2(c)	TBD	Task Order
04D	Financial Support Services, Time and Materials (T&M) Requirement, Option Period 2, as set forth in Section F, paragraph F.2(c)	TBD	Task Order
<b>OPTION PERIOD THREE</b>			
05A	Contract Management, Option Period 3, as set forth in Section F, paragraph F.2(d)	1	Job
05B	Financial Support Services, Core Requirements, Option Period 3, as set forth in Section F, paragraph F.2(d)	1	Job
05C	Financial Support Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period 3, as set forth in Section F, paragraph F.2(d)	TBD	Task Order
05D	Financial Support Services, Time and Materials (T&M) Requirement, Option Period 3, as set forth in Section F, paragraph F.2(d)	TBD	Task Order

(c) Contract Line Item Numbers (CLINs) 02B, 03B, 04B and 05B are Firm-Fixed Price (FFP) Core Requirements items. If the Core Requirements decrease or increase, the Government reserves the right to re-negotiate the FFP value.

(d) CLINs 02C, 03C, 04C, and 05C are Indefinite Delivery/Indefinite Quantity (IDIQ) items where FFP task orders will be authorized in accordance with Clause I.8 (Task Ordering Procedure) by the Contracting Officer (CO) at the rates set forth in Section J, paragraph J.1 (a), Attachment A-2, Pricing Template Workbook, Exhibit 3.

(e) CLINs 02D, 03D, 04D and 05D are for travel and/or training only and a task order will be issued on an IDIQ Time and Materials (T&M) basis in accordance with Clause I.8 (Task Ordering Procedure).

(End of clause)

**B.2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)**

The total firm fixed price of this contract is as follows:

**(a) Base Period including Phase-In (45 days):**

CLIN 01 - Phase-In Period (45 days)	\$TBD
CLIN 02A – Contract Management	\$TBD
CLIN 02B - Financial Support Services, Core Requirements	\$TBD

**(b) Option Period One:**

CLIN 03A – Contract Management	\$TBD
CLIN 03B - Financial Support Services, Core Requirements	\$TBD

**(c) Option Period Two:**

CLIN 04A – Contract Management	\$TBD
CLIN 04B - Financial Support Services, Core Requirements	\$TBD

**(d) Option Period Three:**

CLIN 05A – Contract Management	\$TBD
CLIN 05B - Financial Support Services, Core Requirements	\$TBD

(End of clause)

**B.3 CUMULATIVE VALUE FOR TASK ORDERS**

This clause identifies the Firm Fixed Price and Time and Material costs to be paid for acceptable performance of all services described in task orders issued. This clause will be updated on a periodic basis to reflect the value of issued IDIQ task orders and represents the IDIQ Estimated Price Ceiling.

The total contract value for CLINs 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D base and all option periods, if awarded, is as follows:

CONTRACT VALUE SUMMARY- IDIQ	Years 1 to 2 Base CLIN 02C	Year 3 Option One CLIN 03C	Year 4 Option Two CLIN 04C	Year 5 Option Three CLIN 05C	TOTAL
Firm Fixed Price	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

CONTRACT VALUE SUMMARY- IDIQ	Years 1 to 2 Base CLIN 02D	Year 3 Option One CLIN 03D	Year 4 Option Two CLIN 04D	Year 5 Option Three CLIN 05D	TOTAL
T&M cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(End of clause)

**B.4 PERFORMANCE INCENTIVE FOR SUPPORT SERVICE CONTRACTS**

(a) A performance incentive will apply to certain designated performance areas of the Financial Support Services contract, the requirements of which are generally defined in the SOW. Performance incentives will be used to incentivize efficiency in the designated performance areas.

(b) The Government will pay up to a maximum of \$100,000.00 in performance incentives every twelve (12) months. Each twelve (12) month period will correlate to each of the five (5) potential contract years. Thus, a maximum of \$500,000.00 in performance incentives can be earned during this contract. If a performance incentive is earned, then a task order will be issued against the FFP portion of the IDIQ CLIN (see B.5 “Minimum/Maximum Amount of Supplies or Services Firm-Fixed-Price”) to authorize the contractor to invoice that performance incentive.

(c) The evaluation period for a particular performance incentive will commence at the start of the performance period for the applicable Core or IDIQ requirement(s), and last through the end of the contract year in which it started. Before the start of each evaluation period, the Government reserves the right to change the evaluation criteria and potential amount of individual performance incentives, or add new performance incentives, within the \$100,000.00 maximum; the Government will issue a unilateral contract modification for any such change or addition. Any changes made to a performance incentive after its evaluation period has commenced will require a bilateral contract modification.

(d) The contractor is eligible to earn a separate performance incentive amount for each of the two (2) performance areas listed below when the standard performance level (as defined in the Performance Requirements Summary (PRS) in the SOW) is exceeded. The amount that can be earned for each performance incentive is allocated below.

1. PRS 4.1 Resources Management and PRS 4.3 Program Analysis and Business Integration

Performance incentive is earned if there are no errors on the Exception Report for the initial Phasing Plan submitted into the Program Management Tool (PMT).

- a. The Exception Report is provided by the PMT Team at Ames Research Center (ARC) to the Resources Management and Program Analysis and Business Integration Divisions immediately following the initial submission of the

Phasing Plans into the PMT. The Resources Management Division Chief and the Program Analysis and Business Integration Division Chief, or their delegates, will track whether zero errors have been achieved and will report this to the Contracting Officer's Representative, alternate Contracting Officer's Representative, and Contracting Officer to implement the performance incentive. The maximum amount of this performance incentive is \$55,000.00 per contract year.

- b. Errors found on the Exception Report will be reviewed by the Division Management identified above to determine whether they are true errors and attributable to contractor personnel.

## 2. PRS 4.4.1 Travel Services

Performance incentive is earned if the Agency Domestic Travel Audit Report and/or periodic sampling by the Task Monitor reflect(s) a total error rate of zero percent per month on travel expense reports processed by the contractor at ARC. An additional performance incentive is also earned if total error rates of zero percent are achieved six (6) times in any given contract year.

- a. Agency Domestic Travel Audit Reports are distributed to each Center on a monthly basis by the NASA Shared Services Center (NSSC). The Task Monitor will track whether a zero error rate has been achieved and will report this to the Contracting Officer's Representative, alternate Contracting Officer's Representative, and Contracting Officer to implement the performance incentive. The maximum amount of this performance incentive is \$3,000.00 per month and \$9,000.00 for achieving total error rates of zero percent six (6) times in any given contract year. The maximum amount of this performance incentive is \$45,000.00 per contract year.
- b. Errors found on the Agency Domestic Travel Audit Report will be evaluated by the contractor and will be reviewed by the Task Monitor to determine whether they are true errors.

(e) Within the standard performance levels, the contractor has met the contract requirement for services being measured. Performance incentives will not be earned when performance is achieved within standard performance levels. The standard performance levels for each of the two performance incentive areas are defined in the PRS located in the SOW.

(f) The final calculation of performance incentive amounts shall be determined within 60 days after the completion of the evaluation period specified in the table below:

<b>Determination of Performance Incentives Earned</b>		
<b>Period</b>	<b>Period Covered</b>	<b>Cumulative Performance Incentives Earned</b>
Base Yr1	[DATE after Phase-In] – [DATE]	\$ TBD
Base Yr2	[DATE] – [DATE]	\$ TBD
OP1	[DATE] – [DATE]	\$ TBD
OP2	[DATE] – [DATE]	\$ TBD
OP3	[DATE] – [DATE]	\$ TBD
	Total:	\$ TBD

(g) Before the Contracting Officer finalizes the determination of any performance incentive earned during the covered evaluation period, the contractor will be provided the opportunity to submit information it believes should be considered. This information may include adverse impacts to productivity and overall performance caused by clause F.1, Government Delay of Work.

(h) The decisions made as to the amount(s) of performance incentives are subject to the Disputes Clause.

(End of clause)

**B.5 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES FIRM-FIXED PRICE**

(a) The minimum amount of supplies or services that shall be ordered under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D during the potential effective period of this contract is \$500,000.00. The maximum amount of supplies or services that may be ordered under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D during the potential effective period of this contract is \$51,000,000.00. The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price/cost adjustments.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 02C, 02D, 03C, 03D, 04C, 04D, 05C, and 05D of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original maximum amount (\$51,000,000.00).

NOTE: Of the \$51,000,000.00, the Government estimates approximately \$36,000,000.00 allocated to ARC requirements and approximately \$15,000,000.00 allocated to other NASA Entities. This is informational; the allocations are variable.

(End of clause)

## **B.6 LIMITATIONS ON PERIOD OF PERFORMANCE**

The period of performance for issuing task orders under this contract is for two (2) years from the effective date of the contract. This contract also includes three 1-year option periods if exercised by the Government. Each individual task order will include its own period of performance. Performance of orders placed within the contract ordering period may extend for up to one year past the end of the ordering period if the Contracting Officer determines that performance of the order cannot reasonably be deferred to any planned follow-on contract.

(End of clause)

[END OF SECTION]

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

### **C.1 SPECIFICATION/STATEMENT OF WORK**

In accordance with the contract's terms and conditions, the Contractor shall provide the items or services and do all other things necessary for, or incidental to performance of the requirements set forth herein. The contractor shall provide Financial Support Services as specified in Section B in accordance with the Statement of Work incorporated in Section J, paragraph J.1 (a) Attachment 1.

(End of clause)

[END OF SECTION]

## SECTION D - PACKAGING AND MARKING

### D.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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1852.211-70	SEP 2005	
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1852.245-74	JAN 2011	
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		PACKAGING, HANDLING, AND TRANSPORTATION IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT
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(End of clause)

[END OF SECTION]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-4	AUG 1996	INSPECTION OF SERVICES - FIXED-PRICE
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(End of clause)

[END OF SECTION]

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER
52.247-34	NOV 1991	F.O.B. DESTINATION
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(End of clause)

### F.2 PERIOD OF PERFORMANCE

#### (a) Base Period (including Phase-In):

The 45 day Phase-In shall be included in the Base Period performance period. The performance period of the Base Period shall be for two (2) years from the effective date of the contract.

#### (b) Option Period One:

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

#### (c) Option Period Two:

If Option Period Two is exercised, the performance period of Option Period Two shall be for twelve (12) months from the end of Option Period One.

#### (d) Option Period Three:

If Option Period Three is exercised, the performance period of Option Period

Three shall be for twelve (12) months from the end of Option Two.

(End of clause)

### **F.3 PLACE OF PERFORMANCE - SERVICES**

The Contractor shall perform the work under this contract at Ames Research Center, Moffett Field, CA 94035-0001, and other locations as directed in writing by the Contracting Officer.

(End of clause)

### **F.4 DELIVERY AND/OR COMPLETION SCHEDULE**

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center  
Attn: [Contracting Officer's Representative to be inserted here upon award]  
Mail Stop: 200-8  
Moffett Field, CA 94035-0001

Re: [Contract number to be inserted here upon award]

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, Delivery of Reports.

(End of clause)

### **F.5 DELIVERY OF REPORTS**

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a), Attachment 4, *Contract Data Requirements List*. Reports specific to task orders will be identified in the individual task order.

(End of clause)

### **F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)**

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract,

unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

[END OF SECTION]

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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None included by reference

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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1852.242-70	SEP 1993	TECHNICAL DIRECTION
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1852.245-71	JAN 2011	INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (ALT I) (JAN 2011). (Insert: In (c)(3): Property listed in Section J, J.1(a), Attachment 3; in (c)(7): None).
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1852.245-73	JAN 2011	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (Insert: In (3): The contractor shall use the NF 1018 Electronic Submission System (NESS) for report preparation and submission).
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1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
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1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1. (Insert: Attachment 3; NASA Ames Research Center, Moffett Field, CA and at other location(s) as may be approved by the Contracting Officer).
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1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS
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(End of clause)

### G.2 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NNA14408214R  
Financial Support Services  
Request for Proposal (RFP)

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

This is the “designated billing and payment office” for purposes of the Prompt Payment Act. Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email [NSSC-AccountsPayable@nasa.gov](mailto:NSSC-AccountsPayable@nasa.gov) or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(End of clause)

[END OF SECTION]

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE**

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

CLAUSE NO.   DATE                      TITLE  
 None included by reference

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

CLAUSE NO.   DATE                      TITLE  
 None included by reference

(End of clause)

**H.2 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)**

(a) Of the total price of items TBD through TBD, the sum of TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

Table H.2-1 Contract Funding

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
Phase-In	\$TBD	\$TBD	\$TBD
Core Requirements	\$TBD	\$TBD	\$TBD
Contract Management	\$TBD	\$TBD	\$TBD
IDIQ (FFP)	\$TBD	\$TBD	\$TBD
Total	\$TBD	\$TBD	\$TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant

to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

**H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)**

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

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

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

TBD


(End of clause)

**H.4 OBESERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALT I) (SEP 1989) (ALT II) (OCT 2000)**

(a) The on-site Government personnel observe the following holidays:  
New Year's Day  
Labor Day  
Martin Luther King, Jr.'s Birthday  
Columbus Day

President's Day  
Veterans Day  
Memorial Day  
Thanksgiving Day  
Independence Day  
Christmas Day

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

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

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

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

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

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

(End of clause)

**H.5 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC  
52.223-91) (APR 2004) (MODIFIED JAN 2012)**

(a) Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has six functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, and Logistics. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Preparedness Program.

(End of clause)

## **H.6 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)**

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

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

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

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

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

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

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

(End of clause)

## **H.7 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)**

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require,

or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of clause)

**H.8 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007)  
(MODIFIED JAN 2012)**

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(End of clause)

**H.9 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)**

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of clause)

**H.10 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012)**

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

(End of clause)

**H.11 INCORPORATION OF THE CONTRACTOR'S PROPOSAL**

The Contractor's Mission Suitability and Price proposals, including revision(s), submitted in response to the solicitation entitled NNA14408214R are hereby incorporated into the contract by reference.

(End of clause)

**H.12 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING**

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is directed

to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential conflict is: During contract performance, the Contractor will have access to and, in some cases, may produce Government Sensitive Data and/or will have access to third party proprietary data. Access to such data creates a potential organizational conflict of interest. Further, the Contractor may be required to participate within the scope of the Statement of Work, either fully or in part, in requirements identification and specification drafting, statement of work development, benchmarking, and other Government activities associated with Government procurements (e.g., Request for Proposals) and other Government activities where defining scope of future requirements is necessary. Finally, the performance of certain potential activities under this contract – including, but not limited to, review, analysis and production of Government Sensitive Data, and review and analysis of third party proprietary data – could result in the impairment of the Contractor’s objectivity if such activities affect entities with which the contractor has a direct or indirect affiliation or competitive posture.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) If the Contractor, under the terms of this contract, or through the performance of requirements pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor’s access to, and support of, its contract performance.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or

dissemination restrictions imposed on such. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such data.

(e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) support Financial Support Services Contract, as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with the Financial Support Services Contract.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(i) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract. This Plan will address Organizational Conflicts of Interest at the

contract level, including, but not limited to, how the Contractor will address and provide a methodology to resolve fully all potential issues of impaired objectivity. For each requirement performed, the contractor shall review the requirement to ensure no additional Organizational Conflicts of Interest requirements exist and, if so, the contractor shall inform the Contracting Officer immediately before performing the requirement. An additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of those requirements.

(k) The Contractor shall include paragraphs (a) through (j) of this clause in every subcontract. The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(End of clause)

### **H.13 NON-PERSONAL SERVICES**

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(End of clause)

### **H.14 LIMITATION OF FUNDING (TIME AND MATERIALS CONTRACT)**

For purposes of payment of cost, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to the Time and Materials portion of this contract is TBD.

This allotment is for [Insert applicable Time and Materials Task Order Number and Description] and covers the following estimated period of performance: TBD.

(End of clause)

**H.15 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010)  
ALTERNATE I**

(a) The Contractor shall flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.

(c) As part of carrying out the scope of the financial management activities set forth in the Statement of Work, Contractor will receive access and produce significant Sensitive Government Information. In addition, it will receive access to significant Third-Party Proprietary Information. All Financial Support Services contract information (both Government and Third Party) is hereby designated as falling under the requirements of Clauses H.6, H.7 and H.12. Thus, you are reminded and instructed to ensure that your employees and your subcontractor employees comply with the obligations and requirements regarding the use, protection and distribution imposed by these clauses.

(d) FAR Clause 52.227-17, Rights in Data—Special Works, applies to all training materials produced during Contract performance.

(End of clause)

[END OF SECTION]

## SECTION I - CONTRACT CLAUSES

### I.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.1 of this contract.

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

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JAN 2012	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.203-16	DEC 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	DEC 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	FEB 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.207-5	FEB 1995	OPTION TO PURCHASE EQUIPMENT
52.209-6	DEC 2010	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.210-1	APR 2011	MARKET RESEARCH
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENT
52.215-2	OCT 2010	AUDIT AND RECORDS - NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT

NNA14408214R  
 Financial Support Services  
 Request for Proposal (RFP)

<u>CLAUSE</u>	<u>DATE</u>	<u>TITLE</u>
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1995	ORDERING (Insert “date of Task Order award through end of Option Period Three”)
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.216-22	OCT 1995	INDEFINITE QUANTITY (Insert “end of Option Period Three”)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Insert “30 days”)
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2012	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2010	EQUAL OPPORTUNITIES FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH
52.222-37	SEP 2010	EMPLOYMENT REPORTS ON VETERANS
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	JUL 2012	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I)(MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.226-1	JUN 2000	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS

<u>CLAUSE</u>	<u>DATE</u>	<u>TITLE</u>
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <b><i><u>To Be Completed by offeror:</u></i></b> Insert page # and proposal date in 1 <sup>st</sup> sentence.
52.228-5	JAN 1997	INSURANCE-WORK ON A GOVERNMENT INSTALLATION
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (Insert in paragraph (b)(1): “no later than 15 days prior to submission of the first request for payment”)
52.232-99	AUG 2012	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)
52.233-1	JUL 2002	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED PRICE (ALT I) (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY (ALT I) (APR 2012)
52.245-9	APR 2012	USE AND CHARGES

<u>CLAUSE</u>	<u>DATE</u>	<u>TITLE</u>
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.252-5	APR 1984	AUTHORIZED DEVIATIONS IN PROVISIONS
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

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

<u>CLAUSE</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	NOV 2011	OMBUDSMAN (ALT I) (JUN 2000) (Insert: Deborah Feng, Associate Center Director for Mission Support; deb.feng@nasa.gov; 650-604-0256 in paragraph (b))
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-77	MAY 2009	NASA MENTOR-PROTÉGÉ PROGRAM
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (MODIFIES FAR 52.227-14)
1852.228-75	OCT 1998	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

(End of clause)

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

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

contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of clause)

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

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

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

- (1) Any order for a single item in excess of \$10 million;
- (2) Any order for a combination of items in excess of \$25 million; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

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

(End of clause)

### **I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (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 five (5) years and six (6) months.

(End of clause)

### **I.5 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (FAR 52.219-28) (APR 2012)**

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

"*Long-term contract*" means a contract of more than five years in duration, including options.

However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*"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 (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts -

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide

the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it \_\_\_ is, \_\_\_ is not a small business concern under NAICS Code 541611 assigned to contract number [*insert contract number*]. (*Contractor to sign and date and insert authorized signer's name and title*).

(End of clause)

#### **I.6 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) (AUG 2012) (DEVIATION)**

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

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

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

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

(End of clause)

#### **I.7 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

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

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

(End of clause)

#### **I.8 TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) (ALT I) (OCT 1996)**

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific

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

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

- (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. Note: Travel cost estimates are due from the contractor within 3 business days for Contractor Travel and Training T&M requests (reference SOW PRS Section 4.6).

(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.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

**I.9 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)**

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

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

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

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

(End of clause)

**I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (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*

<b>Employee Class</b>	<b>Federal Equivalent</b>
Travel Preparer I	GS-04
Travel Preparer II	GS-05
Travel Preparer III	GS-06

(End of clause)

[END OF SECTION]

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

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

(a) The following documents exhibits and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
1	Financial Support Services Statement of Work	11/18/2013	34
2	Pricing Template Workbook – Exhibits 1 thru 13	11/18/2013	TBD
3	Installation Provided Property (Representative Listing)	07/02/2013	2
4	Contract Data Requirements List (CDRL)	11/18/2013	10
5	IT Security Plan*	TBD	TBD
6	Safety and Health Plan*	TBD	TBD
7	Phase-In Plan*	TBD	TBD
8	Organizational Conflict of Interest Avoidance Plan*	TBD	TBD
9	Government Property Management Information*	TBD	TBD
10	Instructions for filling out the Contractor's Safety and Health Plan	11/18/2013	1
11	U.S. Department of Labor Wage Determination	06/19/2013	10
12	Wage/Salary and Fringe Benefit Data*	TBD	TBD

\*To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits and attachments, with the exception Attachment 3, are included only in the solicitation:

<b>Attachment</b>	<b>Title</b>	<b>Date</b>	<b>No. of Pages</b>
1	Standard Labor Categories (Description, Education and Experience)	06/27/2013	1
2	Price Proposal Cover Sheet (JA038)	06/20/2013	1
3	Facilities Capital Cost of Money (DD Form 1861 and Form CASB-CMF)	06/20/2013	2
4	Past Performance Questionnaire	11/18/2013	4

(End of clause)

[END OF SECTION]

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

**K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

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

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

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.225-25	NOV 2011	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION

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

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None Included by Reference.		

(End of provision)

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

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.
- (2) The small business size standard is \$14M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual

representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

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

(End of provision)

**K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5)  
(APR 2010)**

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

(i) The offeror and/or any of its Principals—

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

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or

receiving stolen property (if offeror checks —have, the offeror shall also see 52.209-7, if included in this solicitation);

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

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

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

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(2) *Examples.*

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

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

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms.

The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

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

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

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the

Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

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

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

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

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

(End of provision)

**K.4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (FEB 2012)**

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

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

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

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

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

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

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

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

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

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

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541611.

(2) The small business size standard is \$14 Million.

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

(b) 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.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (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.7 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (FAR 52.225-20) (AUG 2009)**

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

**K.8 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (NFS 1852.225-72) (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.9 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (NFS 1852.209-75) (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.10 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (NFS 1852-209.74) (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.11 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (NFS 1852.209-73) (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)

[END OF SECTION]

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

### L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

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

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	DEC 2012	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232.38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFERS
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

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

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTEST TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION
1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY

(End of provision)

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

The Government contemplates award of a single hybrid contract consisting of a Firm Fixed Price (FFP) Phase-In, FFP Contract Management, FFP Core requirement, and FFP and Time and Materials (T&M) Indefinite Delivery/Indefinite Quantity (IDIQ) task orders resulting from this solicitation.

(End of provision)

**L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)**

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

NASA Ames Research Center  
Attn: Norman Julien, M/S 241-1  
Moffett Field, CA 94035-1000

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

(End of provision)

**L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

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

FAR website: <http://acquisition.gov/far/index.html>

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

(End of provision)

**L.5 PREPROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)**

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

Date: July 16-18, 2013

Time: 8:00am – 5:00pm PST

Location:

NASA Ames Research Center  
Building 203, room 215  
Moffett Field, CA 94035

Interested Parties had the opportunity to meet with the Contracting Officer and Contracting Officer's Representative for 25 minute break-out meetings. Elizabeth M. Pane, Contracting Officer, [Elizabeth.M.Pane@nasa.gov](mailto:Elizabeth.M.Pane@nasa.gov) was to be contacted by 4:00pm on July 15, 2013 to reserve a time slot. The names of each individual who would be attending, company affiliation and their country of citizenship was provided; visitor badges were available at the Visitor Badging Office at the Main Gate beginning at 6:00am. No break-out meetings were scheduled between 11:30am and 12:00pm on July 17, 2013 and July 18, 2013.

July 16, 2013, 8:00am, Building 203, room 215: An overall presentation was given.

July 16, 2013, 9:30am – 5:00pm, Building 232, room 225: 25 minute break-out meetings began.

July 17, 2013, 8:00am – 5:00pm, Building 232, room 225: 25 minute break-out meetings continued.

July 18, 2013, 8:00am – 5:00pm, Building 232, room 225: 25 minute break-out meetings continued.

Other Information, as applicable:

All information regarding the preproposal/pre-bid conference was posted through the Federal Business Opportunities (FBO) and NASA Acquisition Internet Services (NAIS) websites.

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

(End of provision)

**L.6 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (NFS 1852.245.80)  
(JAN 2011)**

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

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

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

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

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

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

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

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

(h) Existing Government property may be reviewed at the following locations, dates, and times: NASA Ames Research Center, Moffett Field, CA and other locations as directed by the Contracting Officer. Dates and times TBD.

(End of provision)

## **L.7 PROPOSAL PREPARATION-GENERAL INSTRUCTIONS**

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions

to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

<b>Proposal Components</b>	<b>Required Copies to NASA-ARC Addressed per SF 33, Block 9</b>		
	<i>Original</i>	<i>Additional</i>	<i>Electronic</i>
<b>Cover Letter</b>	1	2	2
<b>Vol. I, Mission Suitability Proposal</b>			
<i>Oral Presentation</i>			
<i>Presenter/attendee list</i>			
<i>A. Management Approach</i>			
<i>1. Phase-In Plan</i>			
<i>2. Organizational Structure/Partnering Approach (including internal structure for managing tasks)</i>			
<i>3. Key Personnel</i>			
<i>4. Staffing &amp; Recruitment</i>			
<i>B. Technical Understanding</i>			
<i>1. Overall understanding and Technical Approach of SOW Requirements: 4.2.3 Reimbursable Agreements Management Services 4.3.1 Program Planning and Control (PP&amp;C) 4.3.4 Cost Estimating</i>	1	6	2
<i>Written Elements</i>			
<i>A. Management Approach</i>			
<i>2. Organizational Structure/Partnering Approach</i>			
<i>3. Key Personnel (Resumes and Commitment Letters)</i>			
<i>5. Total Compensation Plan (TCP)</i>			
<i>6. Organizational Conflict of Interest Avoidance Plan</i>			
<b>Vol. II, Past Performance Proposal</b>			
<i>A. Oral Presentation</i>	1	5	2
<i>B. Written Element - Questionnaires</i>			
<b>Vol. III, Price Proposal</b>	1	6	2

(2) Include a cover letter with the proposal. The cover letter shall be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:

- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions
- If applicable, include a complete description and documentation for teaming or

other such business arrangements

- A statement that the proposal is firm for a period of not fewer than 180 days
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments
- A completed Section B, "Supplies or Services and Price/Costs," with the proposed amounts inserted in the appropriate blank spaces
- A completed response to Section H, Key Personnel and Facilities, NFS clause 1852.235-71
- A completed response to Section I, Rights to Proposal Data (Technical), FAR clause 52.227-23
- A copy of the original Representation and Certification completed (FAR 52.212-3, Offeror Representations and Certifications-Commercial Items). Also, a complete response to K.2, Representation of Limited Rights Data and Restricted Computer Software, NFS clause 1852.227-15
- A complete response to Section L.1, NFS 1852.245-80, Government Property Management Information. This response will not be part of the evaluation for award. The response will be reviewed and approved by the Contracting Officer and finalized prior to the end of the Phase-In period.
- A completed Safety and Health Plan (see Section J, paragraph J.1(a) Attachment 10). This Plan will not be part of the evaluation for award. The Plan will be reviewed and approved by the Contracting Officer and finalized prior to the end of the Phase-In period. The Safety and Health Plan is limited to 20 pages.
- For the Oral Presentation, provide a written list of names of the presenters, position titles, name of firm, and U.S. Citizen or Resident Alien status.
- A listing of the status of the most recent reviews of the offeror's management system(s) (e.g., purchasing, accounting, property, estimating). Your listing must clearly identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The offeror shall provide copies of the approvals.

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

(4) The pages and presentation slides of each proposal volume shall be numbered and identified with the offeror's name, RFP number, and date. The table of contents shall list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify section. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. See L.8(c) for items excluded from page count.

(5) Submission shall include a total of two (2) quality, virus-scanned, virus-free CD-R/CD-RW or USB sticks with an external label indicating: (1) the name of the offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB stick. Each CD or

USB stick shall include the following documents in PDF (Portable Document Format) – Cover letter, Volumes I – III, and Oral Presentation. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered the intended data. Please note that the electronic copies of the Financial Support Services Pricing Template Exhibits 1-13 in Section J.1(a) Attachment 2 are required to be saved and submitted in their Excel (.xlsx) format and not as PDF documents.

(6) Proposals shall be submitted in a format that addresses all evaluation factors in the sequence consistent with the table in section L.7(b)(1). Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, *Risk Management*.

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), *Restriction on Disclosure and Use of Data*, and FAR 3.104-5, *Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information*.

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, *Instructions to Offerors—Competitive*.

(c) Mission Suitability (Volume I). The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. No pricing data shall be included except for a schedule of benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Board (SEB) is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The content of the offeror's Mission Suitability Proposal shall provide the basis for evaluation of the offeror's response to the technical requirements of the RFP. The proposal shall specifically address each listed evaluation subfactor. The evaluation will be based on the information presented in the oral and written presentation.

(d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in technical requirements, size and complexity of this solicitation.

(e) Price Proposal (Volume III). Price proposals shall contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, *Type of Contract*.

(End of provision)

**L.8 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998) (ARC MODIFIED) (DEC 2004)**

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

<i>Proposal Components</i>	<i>Page Limit<sup>1</sup></i>
<i>Cover Letter (See Proposal Preparation - General Instructions - Written)</i>	<i>No Limit</i>
<b><i>Vol. I, Mission Suitability Proposal</i></b>	
<i>Oral Presentation</i>	
<i>Presenter/attendee list</i>	<i>1 Slide</i>
<i>A. Management Approach</i>	<i>Maximum 40 Slides 60 Mins</i>
<i>1. Phase-In Plan</i>	
<i>2. Organizational Structure/Partnering Approach</i>	
<i>3. Key Personnel</i>	
<i>4. Staffing &amp; Recruitment</i>	
<i>B. Technical Understanding</i>	
<i>1. Overall understanding and Approach</i>	
<i>SOW requirements:</i>	
<i>4.2.3 Reimbursable Agreements Management Services</i>	
<i>4.3.1 Program Planning and Control (PP&amp;C)</i>	
<i>4.3.4 Cost Estimating</i>	
<i>Written Elements</i>	
<i>A. Management Approach</i>	
<i>2. Organizational Structure/Partnering Approach</i>	<i>12 Pages</i>
<i>3. Key Personnel</i>	<i>Limited per Individual<sup>2</sup></i>
<i>6. Total Compensation Plan (TCP)</i>	<i>No Limit</i>
<i>7. Organizational Conflict of Interest Avoidance Plan</i>	<i>No Limit</i>
<b><i>Vol. II, Past Performance Proposal</i></b>	
<i>A. Oral Presentation (format)</i>	<i>Maximum 15 Slides 30 Mins</i>
<i>B. Written Element - Questionnaires</i>	<i>No Limit<sup>3</sup></i>
<b><i>Vol. III, Price Proposal</i></b>	
	<i>No Limit</i>

<sup>1</sup> Paragraph L.8(c) lists page types which are not affected by this limit.

<sup>2</sup> For Key Personnel (resumes, position descriptions, and commitment letters),

commitment letters are limited to one page per individual; position descriptions and resumes are limited to three pages total per individual.

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<sup>3</sup> No limit to length of past performance questionnaire responses

(b) A page/slide is defined as one single sided sheet, 8 1/2" x 11", with Times New Roman font text and a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Times New Roman font text in diagrams, charts, tables, and photographs shall not be presented in a size smaller than 12 point. Offeror shall print all documents double sided only.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III, Price Proposal, is not page limited. However, Volume III is to be strictly limited to cost/price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be construed and counted against that Volume's page limitation. For Key Personnel (Resumes & Commitment Letters), commitment letters are limited to one page per individual; position descriptions and resumes are limited to three pages total per individual.

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

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

(End of provision)

## **L.9 INSTRUCTIONS FOR MISSION SUITABILITY - ORAL PRESENTATIONS**

(a) Offerors shall submit their oral presentation materials together with their offers. Offerors may not change their presentation after this submission. The Government will furnish the presentation materials (which were sent to the Government in the offeror's originally sealed package) to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION." Animation of any type may not be used in the offeror's slides.

(b) Oral Presentation Media: Offerors shall create their presentations using Microsoft PowerPoint and provide this presentation in Portable Document Format (PDF). The Government will provide the computer, software, projector and screen to support the presentation of the PDF file(s). Offerors shall not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, *Instructions to Offerors*—

*Competitive Acquisition*, as appropriate. Slides shall be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g. bar charts, pie charts, graphs or figures) when color is useful in conveying information. Times New Roman font text in diagrams, charts, tables, and photographs shall not be presented in a size smaller than 12 point.

(c) The offeror shall have the proposed Program Manager and Key Personnel present at the oral presentation (limit four (4) total presenters). Additional attendees beyond the four (4) presenters are not allowed. The offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall count against the time limits for presentation. A request for changes/substitutions to the proposed presenters is not allowed.

(d) The evaluation of the Mission Suitability and Past Performance proposals will be based on the information presented in the oral presentation. The oral presentation shall specifically address each listed evaluation subfactor with the exclusion of the written Mission Suitability and Past Performance elements, which will be evaluated by the government independently.

(e) Within fifteen (15) business days after the closing date of the RFP, each offeror will be given the date, time and place for its oral presentation. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government's discretion).

(f) The Government will randomly assign a date for the oral presentation to each offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the offerors scheduled to present will be established. After assigning the sequence of presentations, the offeror will be notified of the scheduled time and place for the Oral Presentation. The right to reschedule any offeror's presentation is at the discretion of the Contracting Officer.

(g) The Oral Presentation of the Mission Suitability and Past Performance Volumes will be recorded by the Government. The Government will provide its own recording equipment. One copy of the recording will be provided to the offeror at the offeror's request.

(h) The Source Evaluation Board will be in attendance during the oral presentation.

(i) The length of the presentation shall be no more than 90 minutes total. The Government may ask for clarifications at the conclusion of presentation, which shall not count against the time limit. The format is shown below:

<b>Description</b>	<b>Time Limit (Minutes)</b>
Introductions/Presentation	60
Break	10
Presentation	30
Break	15
Proposal Clarification	Limited based on # of clarifications

(j) The oral presentation will be in the form of a briefing addressing areas identified in Section L, paragraph L.7, *Proposal Preparation–General Instructions*. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation. Offeror shall address all elements and bulleted items within those elements labeled as “Oral Presentation” in Section L in the sequence identified below:

<b><i>Oral Presentation Agenda</i></b>	<b><i>Slides/Mins</i></b>
<b><i>Vol. I, Mission Suitability Proposal</i></b>	
<i>Presenter/attendee list</i>	<i>1 Slide</i>
<i>A. Management Approach</i>	<i>Maximum 40 Slides 60 Mins</i>
<i>1. Phase-In Plan</i>	
<i>2. Organizational Structure/Partnering Approach</i>	
<i>3. Key Personnel</i>	
<i>4. Staffing &amp; Recruitment</i>	
<i>B. Technical Understanding</i>	
<i>1. Overall understanding and Approach</i>	
<i>SOW requirements:</i>	
<i>4.2.3 Reimbursable Agreements Management Services</i>	
<i>4.3.1 Program Planning and Control (PP&amp;C)</i>	
<i>4.3.4 Cost Estimating</i>	
<b><i>Vol. II, Past Performance Proposal</i></b>	
<i>A. Oral Presentation</i>	<i>Maximum 15 Slides 30 Mins</i>

(k) The offeror shall not provide any additional written material during the oral presentation. No external communication (e.g. phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(l) Oral Presentation Clarification. During the clarification period, the Government may request clarification of any of the points presented and may ask the offeror to elaborate on any point which was not adequately supported in the oral proposal. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarification response; however, the offeror will be limited to only 5 minutes for each

clarification. Time for clarifications will not be counted against the offeror's 90 minute presentation time limit.

(m) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The offerors will not be informed of their strengths, deficiencies or weaknesses during the presentation or clarification period.

(End of provision)

## **L.10 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS**

The contract award will be based on evaluation of the following factors:

- Mission Suitability (Volume I)
- Past Performance (Volume II)
- Price (Volume III)

Proposals shall be submitted in a format that follows the sequence of the factors and their subfactors including all bulleted areas. Only information pertinent to the factors and subfactors shall be submitted in the offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

### **(a) Mission Suitability Proposal (Volume I)**

The Mission Suitability Factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed and complete.

(1) The evaluation will be based on the information presented in the oral presentation and the written proposal. The proposal shall specifically address each listed evaluation subfactor.

(2) The content of the offeror's Mission Suitability Proposal shall provide the basis for evaluation of the offeror's response to the requirements of the RFP. If the Mission Suitability Proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a Mission Suitability weakness. The Mission Suitability Proposal shall address the following subfactors:

<b>INDEX OF MISSION SUITABILITY SUBFACTORS</b>				
<i>Para.</i>	<i>Subfactor Title</i>	<i>Elements</i>		<i>Format</i>
A	Management Approach	1	<i>Phase-In Plan</i>	Oral
		2	<i>Organizational Structure/Partnering Approach</i>	Oral/Written
		3	<i>Key Personnel</i>	Oral/Written
		4	<i>Staffing &amp; Recruitment</i>	Oral
		5	<i>Total Compensation Plan (TCP)</i>	Written
		6	<i>Organizational Conflict of Interest Avoidance Plan</i>	Written
B	Technical Understanding	1	<i>Overall understanding and Technical Approach of SOW Requirements:</i> <i>4.2.3 Reimbursable Agreements Management Services</i> <i>4.3.1 Program Planning and Control (PP&amp;C)</i> <i>4.3.4 Cost Estimating</i>	Oral

Note: The following outline shall not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability subfactors as there are no discrete point values to any of the elements.

**A. Management Approach – (Subfactor)**

The offeror shall describe its management approach to accomplish the requirements of the SOW from phase-in through the life of the contract as identified below:

**1. Phase-in Plan – Oral Presentation**

The offeror shall describe its approach and rationale to phase-in including the following:

- Approach to transitioning of contract responsibilities and maintaining productivity, including a schedule or timeline of the 45 day Phase-In period
- Description of roles and responsibilities of proposed key or other personnel, who will participate in the phase-in, include title and availability during phase-in
- Identification of potential phase-in risk and approach to mitigation

**2. Organizational Structure/Partnering Approach – Oral Presentation**

The offeror shall describe its approach and rationale for the organizational structure and partnering approach, including the following:

- How the proposed organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the entities responsible for this work including any corporate or division organizations and any subcontractors.
- The organization and coordination of all performing entities, in particular all subcontractors (if any), their relationship to the overall effort, and percentage of work to be completed by each entity. Provide the name(s) of the company(s) selected and the basis of the selection.

**Organizational Structure/Partnering Approach – Written Proposal**

The offeror shall describe its approach and rationale for the organizational structure and partnering approach, including the following:

- If a subcontractor arrangement is proposed, then describe how the offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting in Section I of the solicitation.
- Offeror shall also address paragraph L.11 “SBA Ostensible Subcontractor Rule Information.”

**3. Key Personnel – Oral Presentation**

The offeror shall describe its approach and rationale for the proposed key personnel, including the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors
- Reason why each position has been designated as key
- Individuals assigned to these key positions
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel

**Key Personnel – Written Proposal**

The offeror shall provide for the proposed key personnel the following:

- Resumes and position descriptions including authorities, assignments, experience, and skills required of key personnel
- Commitment letters with percentage committed to the resulting contract

**4. Staffing and Recruitment– Oral Presentation**

The offeror shall describe its approach and rationale for staffing and recruitment, including the following:

- Plans to assign personnel to fulfill SOW requirements including any plans for retaining current incumbents, and hiring new personnel
- Plans for employee training, including approach to knowledge transfer
- Policies and incentives aimed at contributing to employee recruitment and retention, morale, productivity, growth and development

- Processes to resolve performance issues
- Policies and procedures on how SOW requirements will continue to be met if the employee(s) is/are removed or reassigned
- Procedures for replacing personnel due to long term or short term absences
- Identification of potential staffing and recruitment risks and approach to mitigation

#### **5. Total Compensation Plan – Written Proposal**

The offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541
- Identify salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market
- Identify the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit
- Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure

#### **6. Organizational Conflict of Interest Avoidance Plan – Written Proposal**

An Organizational Conflict of Interest Avoidance Plan shall be provided in the proposal. The plan shall include a narrative which describes the offeror procedures to ensure compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the plan shall address all the requirements identified in Section H *Organizational Conflicts of Interest, and Limitation on Future Contracting* and Section I, NFS 1852.237-72 *Access to Sensitive Information* relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

**B. Technical Approach - Oral Presentation (Subfactor)**

Stating that an offeror understands and shall comply with the requirements described in the SOW requirements below will be considered an inadequate response, as is paraphrasing.

Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW requirements below, and will not be considered as an effective response to the solicitation.

1. The offeror shall demonstrate its overall understanding and technical approach to only the SOW requirements stated below:
  - 4.2.3 Reimbursable Agreements Management Services
  - 4.3.1 Program Planning & Control (PP&C)
  - 4.3.4 Cost Estimating and Analysis
2. The offeror shall demonstrate the following for the above identified SOW requirements:
  - How the work will be accomplished to ensure all requirements are met
  - Identification of potential risks and mitigation approach

**(b) Past Performance Proposal (Volume II) – Oral Presentation**

The goal of this factor is to obtain information regarding the offeror and major subcontractors’ relevant past performance specifically in the areas of quality of service, cost/price control, timeliness of performance and management effectiveness. “Major subcontractors,” for purposes of this solicitation, is defined as subcontracting dollars of \$1,000,000 or more covering a performance period of five (5) years. “Offeror” and “major subcontractor,” for purposes of this solicitation, include predecessor companies. At a minimum, the Past Performance Proposal shall include the following:

- (1) A list of three (3) relevant contracts (Government and/or industry), each in excess of \$2,000,000 total contract value for the prime and each in excess of \$1,000,000 total contract value for the major subcontractors, completed no more than 5 years ago, or on-going at least one year, involving related types of effort. These contracts shall demonstrate the offeror's and major subcontractor’s capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number and email address; and identify the type of financial services provided. For each contract submitting a Past Performance Questionnaire, the offeror and major subcontractors shall complete the following table to show the relevancy of each contract to this requirement. Check the “Yes” box if all tasks in the “Description” box were/are being performed for the identified contract. Check the “No” box if none of the tasks in the “Description” box were/are being performed for the identified contract. If only some of the tasks in the “Description” box were/are being performed, use the “Some” box to explain what support was performed for the identified contract:

SOW Requirement	Description	Service Provided? (check)		
		Yes	No	Some (specify)
Resources Management	Planned, tracked, executed, and reported on full cost budgets.			
Financial Management	Reported financial information in standard general ledgers, property, reimbursable agreements, audit, and internal controls.			
Program Analysis	Provided Program Planning and Control (PP&C) support Projects/Programs			
Business Systems Support Services	Provided support for business systems and business process.			
	Provided support for travel services			

(2) For each of the contracts identified in paragraph (1) above, identify and explain any performance issues and any termination for default.

(3) For each of the contracts identified in paragraph (1) above, explain any schedule slips in meeting task requirements.

(4) The Government reserves the right to require additional past performance information from the following, including but not limited to, other subcontractors, predecessor companies, key personnel who have relevant experience that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity, in others; an offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

**A. Information Provided by Offerors and Major Subcontractors – Oral Presentation**

Information regarding relevant cost/price control, timeliness of performance and management effectiveness shall be supplied by the offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (see (b)(1)). The offeror and major subcontractors shall address the following:

**1. Cost/Price Control**

- Accurate & complete invoices on a regular basis
- Explanation of implemented cost efficiencies in performing requirements

**2. Timeliness of Performance**

- Ability to meet the following in a timely manner: performance metrics, reports, milestones, and hiring
- Ability to implement time efficiencies

**3. Management Effectiveness**

- Ability to meet requirements of the contract and how issues were addressed and mitigated
- Identification of notable successes or issues encountered during phase-in and how issues were mitigated
- Ability to hire and retain qualified employees in order to meet the requirements of the contract
- Effective communications with Contracting Officer, Contracting Officer's Representative, and customers
- Explanation of the level of authority and/or autonomy of on-site management to make contractual agreements with the Contracting Officer.

Past performance information may also be obtained through the Contractor Performance Assessment Reporting System (CPARS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

**B. Reference Information – Written Proposal**

The following information shall be supplied by each offeror and major subcontractor. All information requested shall concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each offeror is responsible for assuring that its customers return questionnaires (J.1(b) Attachment 4) directly to the Government no later than 10 days prior to the proposal due date. If the offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J.1(b) Attachment 4 for each reference identified in paragraph 2 below.
2. Each offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer

Representative of no more than three (3) relevant contracts for the offeror each of the major subcontractors. Relevant contracts (Government and/or Industry) are those completed within the last five years or active on-going at least one year. All Past Performance Questionnaires shall be drawn from the (b) Past Performance Proposal (Volume II) (1) list above. The offeror is responsible for ensuring the respondent completes and submits the questionnaire directly to the NASA Ames Research Center Contracting Officer no later than 10 days prior to proposal due date.

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

(c) **Price Proposal (Volume III)**.

**1. INTRODUCTION**

The Government assumes that adequate cost/price competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each offeror is required to submit a Price Proposal that is suitable for evaluation. A Price Proposal that is suitable for evaluation shall:

- a) Explain in detail all pricing and estimating techniques;
- b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Board's (SEB's) understanding and ability to mathematically verify these estimating tools;
- c) Comply with FAR clause 52.222-46, Evaluation of Compensation for Professional Employees;
- d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- e) Include a narrative portion that explains all judgmental elements of cost/price projections and profit policies including any proposed price ceilings and team profit sharing arrangements

The offeror's Price Proposal shall be submitted in one volume labeled —Volume III Price Proposal.

Price Proposals shall be submitted using Government provided pricing templates described below. The templates are included as J.1(a) Attachment 2, Financial Support Services Pricing Template Exhibits 1-13.

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

For pricing purposes, Major Subcontractors are defined as those subcontractors providing a total contract value of \$1,000,000.00 for the five year inclusive effort.

In addition to the Prime offeror submitting a Volume III, Price Proposal, for any Major Subcontract that has a potential estimated total value in excess of \$1,000,000.00 for the five year inclusive effort, a Volume III, Price Proposal must be provided following the subsequently specified format.

Prospective subcontractors shall submit Price Proposals through the Prime offeror. If a subcontractor does not wish to reveal proprietary data to the Prime offeror, it may provide its fully detailed Price Proposal in a sealed envelope and also provide a "sanitized" version to the Prime offeror showing its proposed fully burdened labor rates, but not the data leading to the development thereof. The Prime offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, sick leave, holiday, etc.).

**Standard Labor Categories (SLCs):** The offeror will develop its proposed prices using its estimating system. For Core Requirements (CLINs 02B, 03B, 04B and 05B) and for the IDIQ pricing model (CLINs 02C, 03C, 04C and 05C), the offeror shall map its labor categories to the SLCs using the guidelines provided (see Section J.1(b), Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories.

For the Contract Management task (CLINs 02A, 03A, 04A and 05A), it is the offeror's responsibility to acquire an understanding of the complexities of the work necessary to successfully meet Financial Services requirements. Accordingly, the offeror must propose the resources to successfully meet these requirements. The offeror shall list its proposed labor categories for the Contract Management task under the "Other Categories" section of the pricing exhibits.

**The Government intends to award the phase-in CLIN 01, Contract Management CLIN 02A and Core Requirements CLIN 02B at the time of Contract Award. The IDIQ pricing model is only for the purpose of evaluation of the offeror's proposed fully burdened labor rates and does not represent an actual task order.**

**Proposal Cover Sheet:** A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, Section J.1(b), Attachment 2, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind the offeror's company. Proper completion includes entering the offeror's Commercial and Government Entity (CAGE) code in the first box at the top of the cover sheet as well as identification of the cognizant Defense Contract Audit Agency (DCAA) office, the cognizant Defense Contract Management Agency (DCMA) office and, in the reference columns, the pricing information submitted.

## **2. Electronic Pricing Model (EPM)**

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the Price Proposal. In addition to the hardcopy requirements of the preceding section, each Prime offeror and Major Subcontractor is required to submit their EPM and any other electronic data, including formulas, only on electronic media as addressed in paragraph L.7 (b)(5).

Each CD or USB flash drive provided is to have an external label indicating:

1. The name of the offeror (or subcontractor);
2. the RFP number; and
3. the files/workbooks or range of files/workbooks contained on the CD or flash drive.

Labeling the CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker for labeling the CDs by hand is acceptable.

**Format:** In order to achieve standardization, the Excel Pricing Model includes one (1) workbook entitled Pricing Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposed Salaries and Wages - Exempt
- Exhibit 2:** Proposed Salaries and Wages – Non-exempt
- Exhibit 3:** Fully Burdened Rates Development Template, Years 1-5
- Exhibit 4:** Fully Burdened Rates Summary Template, Years 1-5
- Exhibit 5:** Summary Price Template – Contract Management
- Exhibit 6:** Summary Price Template – Core Requirements
- Exhibit 7:** Summary Price Template – IDIQ Pricing Model
- Exhibit 8:** Incumbency Assumptions
- Exhibit 9:** Minor Subcontractor Template
- Exhibit 10:** Fringe Benefits Analysis of Compensation Package
- Exhibit 11:** Personnel and Fringe Benefits Policies
- Exhibit 12:** Phase-In Template
- Exhibit 13:** Schedule of Subcontracts

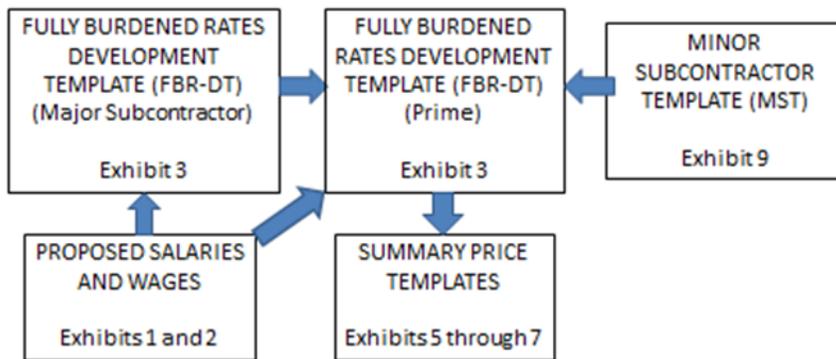
**Formulas:** All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use

of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

All dollar amounts for proposed prices shall be rounded to the nearest dollar. All direct labor rates and all fully burdened labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) (excluding Facilities Capital Cost of Money [FCCM]) shall be rounded to the second decimal place, xx.xx%.

**Locks:** The EPM shall not be locked/protected or secured by passwords.

The following flowchart illustrates in a simplified manner how the different templates relate to one another to create a complete representation of the proposed prices.



### 3. Pricing Template Instructions

#### **Exhibit 1, Proposed Salaries and Wages - Exempt: Required of both Prime Offeror and Major Subcontractors**

In the “LABOR CATEGORY – Offeror’s Category” column, list all the labor classifications included in the proposal, by titles from the offeror’s estimating system. For labor categories proposed under the Core Requirements and the IDIQ pricing model each of the offeror’s labor categories shall be mapped to one of the Government Standard Labor Categories. For labor categories exclusive to the Contract Management requirement the offeror should enter its proposed labor category title in both columns under “Other Categories.”

The “Incumbent Actual Labor Rate” column is only applicable to incumbent contractors or subcontractors. Incumbent contractors or subcontractors are to include the actual average current

direct labor rate for each category where current incumbent employees are proposed to continue performing the work on the new contract.

The “Contract Year 1 Proposed Labor Rate” is the offeror’s proposed composite labor rate starting in Contract Year 1.

In the “WYE” column the offeror shall include all proposed WYE per labor category.

In the “Proposed Labor Escalation %” columns, the offeror shall enter its proposed annual labor escalation factors in the yellow highlighted cells in place of the sample factors shown in the template. The offeror shall provide adequate supporting rationale, in the narrative portion of its Price Proposal, for the escalation rates proposed.

Below the escalation factors the proposed labor rates for Contract Years 2 through 5 are calculated. The template includes an example, highlighted in green, of these computations. **The example should be removed from the template when the offeror submits its Price Proposal.**

The “CY1 Proposed Annual Salary” column shows the annualized salary based on the offeror’s Contract Year 1 Proposed Labor Rate.

The “Source” column is where the offeror identifies the supporting data source for each labor category (i.e., actual, company bid rate, salary survey, DOL wage determination, collective bargaining agreement).

**Exhibit 2, Proposed Salaries and Wages – Non-exempt: Required of both Prime Offeror and Major Subcontractors**

In the “LABOR CATEGORY – Offeror’s Category” column, list all the labor classifications included in the proposal, by titles from the Offeror’s estimating system. For labor categories proposed under the Core Requirements and the IDIQ pricing model each of the Offeror’s labor categories shall be mapped to one of the Government Standard Labor Categories. For labor categories exclusive to the Contract Management requirement, the Offeror should enter its proposed labor category title in both columns under “Other Categories.”

The “Incumbent Actual Labor Rate” column is only applicable to incumbent contractors or subcontractors. Incumbent contractors or subcontractors are to include the actual average current direct labor rate for each category where current incumbent employees are proposed to continue performing the work on the new contract.

The Department of Labor (DOL) Wage Determination (WD) category shall be mapped to the Offeror’s labor category.

The “Incumbent Actual Labor Rate” column is only applicable to incumbent contractors or subcontractors. Incumbent contractors or subcontractors are to include the actual average current direct labor rate for each category where current incumbent employees are proposed to continue performing the work on the new contract.

The “Contract Year 1 Proposed Labor Rate” is the Offeror’s proposed composite labor rate starting in Contract Year 1.

In the “WYE” column the Offeror shall include all proposed WYE per labor category.

A composite rate should be computed for each NASA Standard Labor Category. The template includes an example, highlighted in green, of these computations. **The example should be removed from the template when the Offeror submits its Price Proposal.**

**Note: In accordance with the clause at FAR 52.222-43, Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts), escalation shall not be applied to the direct labor rates for Non-exempt employees subject to the Acts. The contract unit price labor rates for these employees will be adjusted at the time of actual change to the rates (for example, when a new wage determination issued), in accordance with paragraph (d) of the clause.**

The “Source” column is where the Offeror identifies the supporting data source for each labor category (i.e., actual, company bid rate, salary survey, DOL wage determination, collective bargaining agreement).

**Exhibit 3, Fully Burdened Rates Development Template (FBR-DT): Required of both Prime Offeror and Major Subcontractors**

**A separate FBR-DT is required for phase-in as well as for each contract year of the effort from the Prime Offeror and is also required from Major Subcontractors.**

Offeror’s (and Major Subcontractors) are reminded to check the appropriate boxes at the top of the template indicating prime or subcontractor, company name and contract period to which each FBR-DT applies.

As noted towards the top of this template, the columns below the blue area shall be completed by the Prime Offeror in its Price Proposal, while Major Subcontractors will complete only the columns below the yellow area.

This template calculates a weighted average fully burdened labor rate for each Standard Labor Category (SLC) as well as for each “Other” category proposed by the Offeror. For the Prime Offeror, this will be a composite for each labor category comprised of its own FBRs and those of both Major and Minor subcontractors. For Major Subcontractors it will be comprised of their own proposed rates.

In Column A, the Offeror indicates which components of each labor category are comprised of the prime’s rates and which are from subcontractors. All the subcontractors comprising each labor category should be shown; both Major and Minor subcontractors. See example in template.

Columns B and C show the NASA SLCs and the Offeror’s labor categories.

Column D is where the Offeror indicates the percentage of the existing workforce that it intends to retain for each labor category. The Offeror may propose any percentage per labor category that is based upon the proposed management and technical approach required to accomplish the statement of work. In the example, 100% is shown for Engineer II and 0% for Program Manager for illustrative purposes. Column D applies only to Contract Year 1.

The direct labor rates in Column E should match those shown for the corresponding contract year for each labor category shown in Exhibit 1.

**The Prime Offeror must propose a composite FBR for each SLC listed in the Exhibit and for any “other” categories proposed. Subcontractors need only propose FBRs for those categories to which they are assigned by the Prime.**

Columns F through J are where the Offeror enters its indirect cost rates and profit rate. Standard indirect cost categories are included in the template; however, Offerors may modify them as necessary to accommodate their own accounting and estimating systems. Offerors may add rows or columns to facilitate this; however, do not remove any SLC’s in the submitted templates.

Column K is where the Prime Offeror and Major Subcontractors (in their Price Proposals) compute their FBRs for each category. This is done by applying the rates in Columns F through J to the direct labor rates shown in Column E. The FBRs in Column K should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

**Columns M through T apply only to the Prime Offeror.**

For any line in the template where “Prime” is entered into Column A, there will be no entry in Columns M through P. The FBR calculated in Column K will be carried over to Column Q. For those labor categories where a subcontractor (Major or Minor) will be performing a portion of the work, enter the subcontractor’s FBR into Column M.

Columns N through P are for additional burdens that the Prime Offeror may add to subcontractor FBRs, if applicable. Samples are shown in the template and may be modified as needed to accommodate the Offeror’s accounting and estimating systems. For any such burdens proposed, specify the type of burden, replacing the sample description in the template.

Column Q shows the FBR from column K for any row in which “Prime” is indicated in Column A. For those rows in which a subcontractor is indicated in Column A, Column Q computes the FBR by applying any rates in columns N through P to the subcontractor FBRs in Column M. The FBRs in Column Q should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

Column R, entitled “Estimated Skill Mix” provides the comparative weighting for each labor category. Based upon this weighting, the composite straight-time FBR for each labor category can be computed in Column S. For example, if the “Estimated Skill Mix” was 50/50, then 50% of the Prime’s FBR and 50% of the subcontractor’s FBR is used in determining the overall composite rate for the labor category. The “Estimated Skill Mix” must total to 100% for each labor category. See example in the provided template. The FBRs in Column S should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

Column T, entitled “Weighted Average OT Rate” is provided for the Prime Offeror to indicate the hourly overtime rate for each labor category. The fully burdened overtime rates in Column T should be rounded (by formula in the Excel template) to two decimal places (\$xx.xx).

**Exhibit 4, Fully Burdened Rates Summary Template (FBR-ST): Required only of the Prime Offeror**

This template is a summary of the fully burdened straight time and overtime labor rates, by contract year, from the FBR-DT templates. **The Offeror must propose a composite FBR for each SLC listed in the Exhibit and for any “other” categories proposed.** This template, from the Prime Offeror’s proposal, will become Section J.1(a), Attachment 2 to the contract and the rates contained therein, shall be used for pricing all subsequent task orders under the contract. The non-labor related indirect cost rates (and profit

if applicable) for each Contract Year, listed at the bottom of the template, shall be used for application to estimated non-labor direct costs, such as material, travel, training, etc., in pricing all time and material (T&M) task orders under the contract.

**Exhibits 5 through 7, Summary Price Templates (SPT): Required only of the Prime Offeror**

These templates are for pricing out the Offeror's proposed direct labor hours for the FFP Core requirements and the FFP IDIQ pricing model. The purpose of these templates is to determine the effect of the proposed fully burdened labor rates for all Contract Years. These templates are divided into three sections:

The first section addresses the proposed direct productive labor hours. The example in the template shows typical productive labor hours for one (1.0) WYE: 2,080 (52 weeks x 40 hours/week) less ten (10) holidays (10 x 8), less other paid time off (vacation, sick leave, other) that typically ranges from 80 to 200 hours. **Offeror's should note that the Base Period is inclusive of Phase-in (45 days) and thus the Contract Year 1 Period is for 10.5 months, therefore proposed productive hours per WYE should be adjusted accordingly. See example in template.**

The Contract Management requirement (Exhibit 4) is for the resources necessary for management and administration of the overall contract (such as Program/Site Manager, Deputy PM, Business Manager, Clerical, etc.). It does not include task managers or project managers who are responsible for a single particular task order; these personnel should be priced under the specific task order they manage. For the Contract Management requirement, Offerors should propose all the resources necessary to manage the overall Financial Services contract.

For the Core Requirements (Exhibit 5) and the IDIQ pricing model (Exhibit 6) the Offeror shall price out the hours provided in the templates.

In the second section, the Offeror shall list the Fully Burdened Labor Rates from Exhibit 2 for each corresponding labor category listed in the first section of the SPT.

In the third section, the productive labor hours proposed in the first section are multiplied by corresponding fully burdened labor rates in the second section to determine the fully burdened labor costs for each labor category.

NOTE: B.5 states that the maximum total contract value of work that can be ordered under this contract is \$51M. However, Offerors are advised that the maximum contract value identified represents an upper-bound value for ordering additional work beyond the requirements detailed in the Statement of Work.

**Exhibit 8, Incumbency Assumptions Template: Required of both Prime Offeror and Major Subcontractors**

This template is required of the Prime Offeror and all Major Subcontractors. This template provides the Government visibility into the Offeror's intentions pertaining to incumbent employees' salaries/wages and seniority rights for fringe benefits purposes. The Offeror shall select only one option in each category.

In the area entitled "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent salaries/wages, (2) Proposing to not pay current incumbent salaries/wages or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbent employees are being paid; however, the Government wants to understand the Offeror's

intentions regarding pay for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining whichever option is selected. If the option “Other” is selected the Offeror must provide details explaining its intentions. Explain how the Offeror’s proposed salary/wage structure will allow the Offeror to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled “Seniority Rights,” the Offeror shall pick one of the three options: (1) Proposing to maintain seniority right for fringe purposes, (2) Proposing to not maintain seniority right for fringe purposes or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate the current incumbent employees’ seniority levels; however, the Government wants to understand the Offeror’s intentions regarding seniority rights for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining whichever option is selected. If the option “Other” is selected the Offeror must provide details explaining its intentions. If choosing not to maintain seniority rights, explain how this may affect the Offeror’s ability to capture and retain the proposed percentage of the qualified incumbent workforce.

**Exhibit 9, Minor Subcontractor Template: Required only of the Prime Offeror**

The minor subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those that subcontract that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this template is to be completed are included on this template.

Offeror’s should request that minor subcontractors submit fully burdened labor rates for each Contract Year for each SLC or other labor category assigned by the Offeror to the subcontractor.

**Exhibit 10, Fringe Benefits Analysis of Compensation Package Template: Required of both Prime Offeror and Major Subcontractors**

Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, “Cost of Fringe Benefit” shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, “Percent of Direct Labor Cost” shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe.

**Exhibit 11, Personnel and Fringe Benefits Policies: Required of both Prime Offeror and Major Subcontractors**

This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Any other items pertinent to the Offeror which are not identified in the template should be added.

**Exhibit 12, Phase-In Template: Required only of the Prime Offeror**

The Phase-In Template is designed to show the total firm-fixed price (including all subcontractor Phase-In costs and profit). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

### **Exhibit 13, Schedule of Subcontracts: Required only of the Prime Offeror**

This schedule summarizes the activity proposed to be subcontracted and includes all proposed subcontracts. The following information is required in the template:

- A brief description of work to be subcontracted;
- Number of quotes solicited and received;
- Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- Subcontractor selected and basis for selection; and Cost or price analysis performed by the Offeror.

### **4. FACILITIES CAPITAL COST OF MONEY**

If Facilities Capital Cost of Money (FCCM) is proposed, the amount for must be separately identified and computed in accordance with Cost Accounting Standard (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J.1(b), Attachment 3.) NOTE: When FCCM is included as an item of cost in the Offeror's proposal, it shall not be included in the cost base for calculating profit.

### **5. PROFIT**

In the narrative portion of the Price Proposal, discuss the Offeror's proposed profit rate and the cost base to which it applies (i.e., all costs, lower Prime rate on subcontractor FBRs, no Prime profit on subcontractor FBRs, lower or no fee on non-labor T&M costs, etc.).

### **6. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY**

Offerors shall submit a completed Table 1 for the Prime and all Major Subcontractors having a total contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

**Table 1**

Offerors and Subcontractors are to fill-in the blank and italicized areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	<i>A brief non-technical description of the work, including identification of the program, project, and period of performance.</i>
Program:	Financial Services
Project:	
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	New Contract
Contract Type:	
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business designation type, if applicable subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- <b>If ‘none’ fill out box as “N/A”</b></i>

(End of clause)

### **L.11 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION**

If the offeror proposes using teams/Major Subcontractor(s), the offeror shall describe and explain its approach to teaming and subcontracting and for compliance with the Small Business Administration’s (SBA) Ostensible Subcontractor Rule. Include specific details so that the Government can determine that the prime Contractor making the offer will be performing the primary and vital requirements (at least 50% of the total contract value, Core and IDIQ) for the contract. The description and explanation shall include the following:

- Rationale for each of the arrangements
- Identification of points of contact
- Business size of each Major Subcontractor
- Identification of which party will be managing the contract
- Identification of which party led pursuit of the contract
- The degree of collaboration in preparing and submitting the proposal
- How management and control policies will be implemented
- How work will be controlled, reported, and reviewed
- Accessibility and flow of relevant support from internal and external sources, such as parent organizations, teaming arrangements, and Major Subcontractor(s)

- Any integration of Major Subcontractor(s) into the management and supervisory hierarchy (this may have already been covered elsewhere in the Mission Suitability proposal)
- Which party possesses the background and expertise necessary for contract performance (this may have already been covered elsewhere in the Mission Suitability proposal)
- Identification of the party that will perform the more complex and costly contract functions
- Description and amount of the work to be performed by each party (Prime Contractor and Major Subcontractor(s)), including the associated Statement of Work paragraphs, percentage of the total work to be performed by each party, and whether each party will perform discrete tasks or a commingling of personnel from each party will perform each task
- Distribution of fixed fee between prime Contractor and Major Subcontractor(s)

Note: For purposes of the Ostensible Subcontractor Rule, Major Subcontractor is defined as a company that the Offeror anticipates providing at least \$1,000,000 of total (Core and IDIQ) contract value in the support of the Statement of Work.

The Government will perform an analysis to ensure that no apparent ostensible subcontract relationship has been proposed. The Small Business Administration (SBA) Ostensible Subcontracting Rule Information will be assessed to verify that the Offeror is eligible for award as a Small Business. If it appears that an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the SBA. Offerors are advised that evidence of non-compliance with this clause and FAR 52.219-14 may result in the elimination of the Offeror from award.

The Offeror is cautioned to ensure that its major subcontracting arrangement does not violate the ostensible subcontracting rules set forth by the SBA. In the event an Offeror's proposal is determined to be unacceptable based on the SBA Ostensible Subcontractor Evaluation, the matter may be referred to the Small Business Administration (SBA) for a Certificate of Competency in accordance with the procedures outlined in FAR 19.6.

**All Joint Ventures proposed by the Offeror must be officially approved by the SBA at the time of proposal submission.**

Note: The Government is collecting this information in anticipation of the size determination by the SBA regarding any proposed final contract award.

(End of provision)

#### **L.12 DETERMINATION OF COMPENSATION REASONABLENESS (NFS 1852.231-71) (MAR 1994)**

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor.

The plan 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)

[END OF SECTION]

## SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

### M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.232-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that shall be completed by the offeror and submitted with its proposal. 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 proposal. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

FAR website: <http://acquisition.gov/far/index.html>

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

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

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

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

PROVISION NO.	DATE	TITLE
None included by reference		

(End of provision)

### M.2 EVALUATION APPROACH

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

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the Source Evaluation Board (SEB). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection."

Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If discussions are conducted, the Government will seek revised proposals from offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. A second oral presentation will not be conducted. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Board (SEB) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

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

**(1) Mission Suitability Factor (Volume I):** The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed and the ability of the offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

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

The Government is primarily interested in the entities (an entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliate of the corporation) actually performing the work.

The offeror's proposal will be evaluated based on the offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to price, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated. If the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness. This integration between mission suitability findings and price is critical to determining price reasonableness.

The offeror's proposal will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline shall not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

<b>INDEX OF MISSION SUITABILITY SUBFACTORS</b>					
<i>Para.</i>	<i>Subfactor Title</i>	<i>Elements</i>			<i>Format</i>
A	Management Approach	1	<i>Phase-In Plan</i>		Oral
		2	<i>Organizational Structure/Partnering Approach(including internal structure for managing tasks)</i>		Oral/Written
		3	<i>Key Personnel</i>		Oral/Written
		4	<i>Staffing &amp; Recruitment</i>		Oral
		5	<i>Total Compensation Plan (TCP)</i>		Written
		6	<i>Organizational Conflict of Interest Avoidance Plan</i>		Written
B	Technical Understanding	1	<i>Overall understanding and Technical Approach of SOW Requirements:            4.2.3 Reimbursable Agreements Management Services            4.3.1 Program Planning and Control (PP&amp;C)            4.3.4 Cost Estimating</i>		Oral

**A. Management Approach – (Subfactor)**

Under this subfactor, the Government will evaluate the offeror’s overall management approach to accomplishing the requirements of the SOW from phase-in through the life of the contract as identified below:

**1. Phase-in Plan – Oral Presentation**

The Government will evaluate for effectiveness and reasonableness the offeror’s proposed approach and rationale to phase-in, including the following:

- Approach to transitioning of contract responsibilities and maintaining productivity, including a schedule or timeline of the 45 day Phase-In period.
- Description of the roles and responsibilities of proposed key or other personnel, who will participate in the phase-in, include title and availability during phase-in
- Identification of potential phase-in risks and approach to mitigation

**2. Organizational Structure/Partnering Approach – Oral Presentation**

The Government will evaluate for efficiency and effectiveness the offeror’s proposed approach and rationale for the organizational structure and partnering approach, including the following:

- Organizational structure that provides clear internal and external lines of authority. The structural connections or associations of the entities responsible for this work including any corporate or division organizations and any subcontractors.

- The organization and coordination of all performing entities, in particular all subcontractors (if any), their relationship to the overall effort, and percentage of work to be completed by each entity. Provide the name(s) of the company(s) selected and the basis of the selection.

**Organizational Structure/Partnering Approach – Written Proposal**

The Government will evaluate for appropriateness and reasonableness the offeror's proposed approach and rationale for the following:

- For subcontract arrangements proposed, how the offeror ensured compliance with FAR 52.219-14, Limitations on Subcontracting in Section I of the solicitation.
- Response to paragraph L.11 "SBA Ostensible Subcontractor Rule Information."

**3. Key Personnel – Oral Presentation**

The Government will evaluate for effectiveness and reasonableness the offeror's approach and rationale for the proposed key personnel, including the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors
- Reason why each position has been designated as key
- Individuals assigned to these key positions
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel

**Key Personnel – Written Proposal**

The Government will evaluate for appropriateness and reasonableness the offeror's proposed information below:

- Resumes and position descriptions including authorities, assignments, experience, and skills required of key personnel
- Commitment letters with percentage committed to the resulting contract

**4. Staffing and Recruitment – Oral Presentation**

The Government will evaluate for efficiency and innovativeness the offeror's proposed approach and rationale for staffing and recruitment, including the following:

- Plans to assign personnel to fulfill SOW requirements including any plans for retaining current incumbents, and hiring new personnel.
- Plans for employee training, including approach to knowledge transfer
- Policies and incentives aimed at contributing to employee recruitment and retention, morale, productivity, growth and development
- Processes that will be used to resolve performance issues
- Policies and procedures on how SOW requirements will continue to be met if the employee(s) is/are removed or reassigned

- Procedures for replacing personnel due to long term or short term absences
- Identification of potential staffing and recruitment risks and approach to mitigation

**5. Total Compensation Plan – Written Proposal**

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

- The personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541
- The salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market
- The benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit
- The supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure

**6. Organizational Conflict of Interest Avoidance Plan – Written Proposal**

The Government will evaluate the offeror’s Organizational Conflict of Interest Avoidance Plan for reasonableness and effectiveness to ensure compliance with and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the plan will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.12 (*Organizational Conflicts of Interest, and Limitation of Future Contracting*) and Section I, paragraph I.1 (NFS 1852.237-72, *Access to Sensitive Information*) relative to the offeror’s understanding and proposed methodology for implementation of the above contract requirements.

**B. Technical Approach – Oral Presentation (Subfactor)**

Under this subfactor, the Government will evaluate the offeror’s overall understanding and technical approach to accomplishing the SOW requirements below.

Stating that an offeror understands and shall comply with the requirements described in the SOW requirements below will be considered an inadequate response, as is paraphrasing.

Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW requirements below, and will not be considered as an effective response to the solicitation.

1. Demonstration of the offeror’s overall understanding and technical approach to only the

SOW requirements stated below. The Government will evaluate the following SOW requirements for technical merit and efficiency:

- 4.2.3 Reimbursable Agreements Management Services
- 4.3.1 Program Planning & Control (PP&C)
- 4.3.4 Cost Estimating and Analysis

2. Demonstration of the offeror's understanding and technical approach of the following for the above identified SOW requirements. The Government will evaluate the following for technical merit and efficiency:

- How the work will be accomplished to ensure all requirements are met
- Identification of potential risks to the performance and mitigation approach

**(2) Past Performance Factor (Volume II):** This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the offerors to the Agency and other organizations as either a prime or subcontractor. By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror's suitability to fulfill the requirements of this contract.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document each offeror's relevant past performance (e.g. currency/recency, size, content and complexity) to assess the offeror's overall confidence rating assigned. The past performance evaluation is an assessment of the Government's confidence in the offeror's ability to perform the solicitation requirements. Past Performance shall be evaluated for each offeror using the following levels of confidence ratings:

Definition of Level of Confidence Ratings	
Very High Level of Confidence	The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)
High Level of Confidence	The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)
Moderate Level of Confidence	The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)
Low Level of Confidence	The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)
Very Low Level of Confidence	The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas. Performance problems occurred in one or more areas which adversely affected overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)
Neutral/Unknown Confidence	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

The Government will review and evaluate recent and active contracts (as defined in Section L.10(b)), to determine the relevance of the experience to the work anticipated to be performed under this proposed contract. The evaluation will include information provided by the offeror and information obtained on past performance questionnaires submitted by the relevant Government and industry contracts. The past performance of the offeror and major subcontractors will be thoroughly evaluated for the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offer and major subcontractors regarding the following areas:

**1. Cost/Price Control**

- Accurate & complete invoices on a regular basis
- Demonstration of implemented cost efficiencies in performing requirements

**2. Timeliness of Performance**

- Ability to meet the following in a timely manner: performance metrics, reports, milestones, and hiring
- Ability to implement time efficiencies

**3. Management Effectiveness**

- Ability to meet requirements of the contract and how issues were addressed and mitigated
- Identification of notable successes or issues encountered during phase-in and how issues were mitigated
- Ability to hire and retain qualified employees in order to meet the requirements of the contract
- Effective communications with Contracting Officer, Contracting Officer's Representative, customers and subcontractors
- Explanation of the level of authority and/or autonomy of on-site management to make contractual agreements with the Contracting Officer.

**(3) Price Factor (Volume III):** This factor is used to assess what each offeror's proposal will cost the Government should it be selected for award. Proposed prices will be analyzed to determine the cost and associated risks of doing business with an offeror based upon the offeror's proposed approach for the proposed price. A price analysis will be performed to assess the reasonableness of the proposed prices under the firm-fixed price contract. It is not numerically scored.

The Government will evaluate the following:

(a) The Government will conduct Price Proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.40-1(b) that shall be considered include comparison of proposed prices received in response to the solicitation; comparison of proposed prices with Government independent cost estimates; and analysis of pricing information provided by the offeror.

(b) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15-404-1(g). A determination of unbalanced pricing may lead to the rejection of the offeror as permitted in FAR 15.404-1(g)(3).

(c) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.

(d) An evaluation of the profit shall also be conducted. The proposed profit will be evaluated for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance as referenced in FAR 15.404-4(a).

(e) The overall price for selection purposes will be the sum of the prices proposed for the Contract Management requirement (CLINs 02A, 03A, 04A and 05A), the Core Requirements (CLINs 02B, 03B, 04B and 05B) and IDIQ pricing model (CLINs 02C, 03C, 04C and 05C). Phase-In (CLIN 01) will not be included in the total evaluated price, but will be evaluated in terms of reasonableness and risk assessment for selection purposes.

If the SEB determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work, including the appropriateness of the offeror's proposed resources, the SEB may determine this to be a Mission Suitability weakness, adversely affecting the offeror's Mission Suitability scores. A lack of resource realism (and, in the case of Phase-In costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the offeror's Mission Suitability score.

Evaluation of options shall not obligate the Government to exercise such options.

(End of provision)

### **M.3 WEIGHTING AND SCORING**

(a) The Mission Suitability sub-factors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established herein. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Under the price factor for the Base and all Option Periods, the price for Phase-In, the price for the Core Requirements, Contract Management and the fully burdened rates proposed for the IDIQ will each be evaluated for reasonableness. Additionally, the overall proposed firm-fixed-price for the Core Requirements and Contract Management (Base and all Option Periods) will be evaluated to determine whether such price represents the best value to the Government. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

**(b) Of the evaluation factors identified above, Mission Suitability is slightly more important than Price and Price is significantly more important than Past**

**Performance. When combined, Mission Suitability and Past Performance are moderately more important than Price.**

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(c) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

<b>MISSION SUITABILITY</b>	
<b>Subfactors</b>	<b>Assigned Weight</b>
Management Approach Phase-In Plan Organizational Structure/Partnering Approach Key Personnel Staffing and Recruitment Total Compensation Plan (TCP) Organizational Conflict of Interest Avoidance Plan	600
Technical Understanding Overall Understanding and Technical Approach of SOW Requirements 4.2.3, 4.3.1, and 4.3.4	400
<b>TOTAL</b>	<b>1,000</b>

(End of provision)

[END OF SECTION]

[END OF TEXT]