National Aeronautics and Space Administration
Goddard Space Flight Center
Greenbelt, MD 20771

Reply to Attn of:
210.H

TO: All Prospective Offerors

SUBJECT: Request for Proposal (RFP), NNH13465022R, for NASA Research and Education Support Services (NRESS)

You are invited to submit a proposal for the NASA Research and Education Support Services (NRESS) solicitation. The principal purpose of this requirement is to provide professional support services and information technology support on behalf of the NRESS program that supports the agency's peer review life cycle.

This procurement is a competitive 8(a) set aside. The NAICS code is 561110, Size Standard $7M. This 8(a) competitive procurement will result in a Cost-Plus-Fixed-Fee (CPFF), Indefinite Delivery Indefinite Quantity (IDIQ) contract with a five year ordering period with a maximum ordering value of $130M.

NASA appreciates the comments received in response to the release of the draft solicitation. These comments resulted in improvements to both the quality and the content of the RFP. Offerors should review the RFP in its entirety.

A procurement library has been established which contains information and reference material related to this solicitation. This data may be examined at the following website:

https://foiaelibrary.gsfc.nasa.gov/
All documents related to this procurement, including this letter, the solicitation, attachments, exhibits, and any amendments will be attainable electronically from the World Wide Web through the GSFC Procurement Home Page at:

http://procurement.nasa.gov/cgi-bin/EPS/bizops.cgi?gr=D&pin=51

This RFP does not commit NASA to pay any proposal preparation costs, nor does it obligate NASA to procure or contract for these services. This request shall not be construed as authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

Proposals submitted in response to this RFP shall be submitted by February 27, 2014 at 3:00pm local time. Proposals received after this time will be treated as late in

accordance with the Federal Acquisition Regulation (FAR) 52.215-1 entitled, "Instructions to Offers –Competitive Acquisitions". Your proposal must be signed by an official authorized to bind the company. It is requested that the proposal offer have an acceptance period of not less than 390 days. However, a different validity period may be proposed by the Offeror.

Below is a list of the Source Selection Authority (SSA) and voting members, along with their associated NASA HQ organizational codes, for the Source Evaluation Board (SEB). The names provided are for information purposes only and other than the Contracting Officer, Danit Rainey, these individuals should not be contacted regarding the NRESS procurement. The Government reserves the right to change personnel associated with this procurement at its discretion.

SSA
Leigh Anne Giraldi, Office of Budget Management and Systems Support

Voting Members
Anne-Marie Novo-Gradac, Science Mission Directorate, Chairperson
Danit Rainey, Headquarters Procurement Office, Contracting Officer
Tom Wagner, Science Mission Directorate
Bonnie James, Space Technology Mission Directorate
David Tomko, Human Exploration and Operations Mission Directorate
Stuart Leven, Office of Chief Information Officer

Offerors are reminded that a "Blackout" memo was distributed to all NASA HQ personnel involved in the NRESS solicitation concurrently with the release of the Final RFP to industry. Therefore, all communications pertaining to this procurement shall be directed to the Contracting Officer listed below. Offerors are encouraged to submit all questions pertaining to the RFP to the Contracting Officer in writing, by mail or electronically, no later than 10 working days prior to the closing date of the solicitation.

If you have any questions regarding this RFP, please contact the undersigned at (301) 286-6362 or via email at: Danit.Rainey@nasa.gov.

Sincerely,

Danit Rainey
Contracting Officer

Enclosures:

- Standard Form 33 and Statement of Work (Attachment A)
- Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices (Attachment B)
- Financial Management Reporting Requirements (Attachment C)
- Government Furnished Information (Attachment G)
- Government Furnished Property (Attachment H)
- IT Security ADL (Attachment I)
- Contract Historical Data (Attachment J)
- PIV Card Issuance Procedures (Attachment K)
- Cost Charts (Exhibits 1-12)
- Past Performance Questionnaire (Exhibit 13)
- Government Labor Category Descriptions (Exhibit 14)
- Representative Task Orders (Exhibits 15 -17)
- Quality Assurance Surveillance Plan (Exhibit 18)
- Wage Determination WD-05-2103 (Exhibit 19)

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)	RATING	PAGE	OF PAGES
		1	108

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	NNH13465022R	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	01/09/2014	4200465022

7. ISSUED BY CODE

NASA Goddard Space Flight Center, Attn: Danit Rainey
8800 Greenbelt Rd, Greenbelt, MD 20871

8. ADDRESS OFFER TO *(If other than item 7)*

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

SOLICITATION

9. Sealed offers in original and see L.14 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in See L.19 until 03:00 pm (Hour) local time 02/27/2014 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS

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OFFER *(Must be fully completed by offeror)*

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

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

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

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

15A. NAME AND ADDRESS OF OFFER-OR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

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

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: ☐ 10 U.S.C. 2304 (c) ☐ 41 U.S.C. 253 (c)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM

24. ADMINISTERED BY *(If other than Item 7)*	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*	28. AWARD DATE

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

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SECTION B OF NNH13465022R
SUPPLIES OF SERVICES AND PRICE/COST

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

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Description/Specifications/Statement of Work incorporated by Clause J.1, Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in Accordance with Statement of Work and Task Orders	As defined in individual task orders and Attachment A	As defined in individual task orders.	See Task Order(s)
2	Task Plans	Clause B.3, GSFC 52.216-91, I.14, NFS 1852.216-80	14 days after receipt of request of task plan	Electronic Format/Contracting Officer (CO)
3	NASA Financial Management Reports	Clause G.1 NFS 1852.242-73 and G.3 GSFC 52.242-90 and Attachment C	Monthly Reports due no later than the 10th working day following the close of the contractor's monthly accounting period Quarterly Reports due no later than the 15th day of the month preceding the quarter being reported See Attachment C	Electronic Format/CO; Contracting Officer Representative, (COR), Resource Analyst (RA) & Regional Finance Office
4	Requests for Government Property	Section G.1, 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO

5	NASA Property in the Custody of Contractors (NF 1018)	Clause G.1 – NFS 1852.245-73	As defined in Clause 1852.245-73, Financial Reporting of NASA Property in the Custody of Contractors	Electronic Format/CO; COR
6	Physical Inventory of Capital Personal Property Reporting	Section G.1, NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
7	Contract Historical Data	Section H.7, GSFC 52.242-91	30 Days after Contracting Officer Request	Electronic Format/CO
8	Safety & Health Reporting	Section H.1, NFS 1852.223-70, H.1, NFS 1852.223-75, G.12, HQ 52.223-91	Monthly Reports due no later than the 10th day of the month preceding the month being reported; Quarterly Reports due no later than the 15th day of the month preceding the quarter being reported; and As Required	NASA Incident Reporting Information System (IRIS)
9	Personal Identity Verification (PIV) Documentation and Reporting	Section H.4, HQ 52.204-98, H.5, HQ 52.204-99, Attachment K	10th Calendar Day of the Month As Required	Electronic Format/COR & Headquarters Security Office
10	Equal Opportunity	Section I.1, GSFC 52.222-	As Specified in 52.222-26	Electronic Format/CO & Code

	Reports	26		120
11	Subcontract Notification	Clause I.1, GSFC 52.244-2	30 days prior to subcontract award date	Electronic or Hard Copy Format/CO
12	IT Security Management Plan	Clause I.1, NFS 1852.204-76	30 days after contract award, & annual updates as required	Electronic Format/CO
13	Source Codes for all Software	SOW	Upon Requested	Electronic Format/COR

(End of Clause)

B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (GSFC 52.216-90) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $5,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $130,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

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

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

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 15% of the original maximum amount.

(End of Clause)

B.3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (APR 2010)

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

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

(c) The Government and Contractor agree that the fixed fee percentage specified in Attachment B shall be used to calculate the fixed fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(End of Clause)

B.4 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

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

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

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

Incurred costs to date

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

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

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

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

(End of Clause)

B.5 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991)

The estimated cost of this contract is $**[to be negotiated by task order]** exclusive of the fixed fee of $**[to be negotiated by task order]**. The total estimated cost and fixed fee is $**[to be negotiated by task order]**.

(End of clause)

B.6 CONTRACT FUNDING (1852.232-81) (JUN 1990)

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

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

(End of Clause)

SECTION C OF NNH13465022R
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract and task orders issued hereunder, in accordance with Section J.1, Attachment A, Statement of Work.

(End of Clause)

C.2 LIMITED RIGHTS DATA or RESTRICTED COMPUTER SOFTWARE (52.227-90) (MAR 2008)

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following:

NONE

(End of Clause)

SECTION D OF NNH13465022R
PACKAGING AND MARKING

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

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

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

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

(End of clause)

NOTE: All deliverables specified under Clause B.1, unless specified, are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(END OF SECTION)

SECTION E OF NNH13465022R
INSPECTION AND ACCEPTANCE

E.1 SECTION E CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services –Cost Reimbursement (Apr 1984)

(End of Reference Section)

E.2 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (APR 2013)

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

(End of Clause)

E.3 ACCEPTANCE –SERVICES (GSFC 52.246-92) (SEP 2013)

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

(End of Clause)

SECTION F OF NNH13465022R
DELIVERIES OR PERFORMANCE

F.1 SECTION F CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order (Aug 1989) Alternate I (Apr 1984)

(End of by Reference Section)

F.2 PLACE OF PERFORMANCE – SERVICES (GSFC 52.237-92) (NOV 2013)

The services to be performed under this contract shall be performed at the following location(s): NASA Headquarters and Contractor's facilities. Alternate places of performance may be specified in individual task orders issued.

(End of Clause)

F.3 EFFECTIVE ORDERING PERIOD

The effective ordering period of this contract is 5 years from the effective date of the contract.

(End of Text)

SECTION G OF NNH13465022R
CONTRACT ADMINISTRATION DATA

G.1 SECTION G CLAUSES INCORPORATED BY REFERENCE

1852.242-70 Technical Direction (Sept 1993)
1852.242-71 Travel Outside of the United States (Dec 1988)
1852.242-73 NASA Contractor Financial Management Reporting (Nov 2004)
1852.245-70 Contractor Requests for Government-Provided Equipment (Jan 2011)
1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors (Jan 2011)
1852.245-75 Property Management Changes (Jan 2011)
1852.245-78 Physical Inventory of Capital Personal Property (Jan 2011)

(End of Reference Section)

G.2 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (GSFC 52.216-100) (SEP 2013)

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

Contracting Officer - 210.H

(End of Clause)

G.3 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (JAN 2012)

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

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

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

Distribution shall be as follows:

Contracting Officer, Code 210.H
E-Mail: Danit.Rainey@nasa.gov

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

Resources Analyst, TBD Code TBD
E-Mail: TBD

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

Administrative Contracting Officer (if delegated)

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

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

(End of Clause)

G.4 PROPERTY CLAUSE APPLICABILITY –ON-SITE AND OFF-SITE (52.245-96) (MAR 2011)

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

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

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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

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

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

NASA FAR Supplement clause1852.245-75, "Property Management Changes"

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

G.5 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)

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

(End of Clause)

G.6 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998)

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

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:
[Insert the mailing address for submission of cost vouchers]

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

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

(2) RESERVED

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

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

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

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

(End of Clause)

G.7 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

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

Contracting Officer to administer such clause:

Title	Office Code	Address
New Technology Representative	Office of the Chief Technologist	NASA Headquarters 300 E Street, S.W., Room 6G80 Washington, DC 20546
Patent Representative	Office of the General Counsel	NASA Headquarters 300 E Street, S.W. Room 9T22 Washington, DC 20546

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

(End of Clause)

G.8 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011)

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

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
(2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
(3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

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

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

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA

Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

X (2) Office furniture.

X (3) Property listed in: "As identified on individual task orders"

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

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

(4) Supplies from stores stock.

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

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

X (7) Installation service facilities: "IT Services through the Agency Consolidated End-user Services (ACES) contract".

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

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

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

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

(End of Clause)

G.9 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking

techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.

(2) Item condition.

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

_____NASA Headquarters _____
_____ 300 E Street SW_____
_____Washington, DC 20546_____

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

(End of Clause)

G.10 LIST OF GOVERNMENT-FURNISHED PROPERTY PURSUANT TO FAR 52.245-1 (1852.245-76) (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment H of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245–1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at NASA Headquarters and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245–1, the Contractor is accountable for the identified property.

(End of Clause)

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

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

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

(2) NPR 8831.2, Facility Maintenance Management

[Insert any additional Center occupancy requirements here]

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

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

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

(End of Clause)

G.12 SAFETY AND HEALTH –ADDITIONAL REQUIREMENTS (HQ 52.223-91) (APR 2013)

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

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to the NASA Headquarters Safety and Occupational Health, Dept. HQ:LM032, Telephone 202-358-0854 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and christopher.j.warren@nasa.gov and entered into IRIS within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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

(End of Clause)

H.1 SECTION H CLAUSES INCORPORATED BY REFERENCE

1852.208-81	Restrictions on Printing and Duplicating (Nov 2004)
1852.223-70	Safety and Health (Apr 2002)
1852.223-75	Major Breach of Safety or Security (FEB 2002)

(End of by Reference Section)

H.2 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (GSFC 52.204-100) (SEP 2013)

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

(End of Clause)

H.3 RECORDS RETENTION

The contractor will retain, in accordance with NASA Records Retention Schedules, NPR 1441.1, the following peer review records for each proposal that is selected for award:

Documents containing information on: the name of the reviewer, title of reviewer, reviewer's contact information, reviewer's Non-Disclosure Agreement and conflict of interest information, in order to document that the peer review panel was qualified and independent;

Documents containing information on each reviewer's rating/evaluation of the proposal's technical merit and potential to succeed; and

The final, overall rating/evaluation supporting the selection, including a statement that justifies the rating.

If the contractor is tasked to prepare award packages of selected proposals the documentation enumerated above will be included in the award package that is forwarded to the Grant Officer. If the peer review was performed pursuant to a NASA Research Announcement, Announcement of Opportunity, other Broad Agency Announcement, or Cooperative Agreement Notice, the award package will also clearly confirm that fact, and will include the reference number for the particular solicitation document (for example, the NRA number).

(End of Text)

H.4 ONSITE CONTRACTOR PERSONNEL –IDENTIFICATION, REPORTING, AND CHECKOUT PROCEDURES (HQ 52.204-98) (APR 2013)

(a) The Contractor's designated representative for the purposes of this clause is the Contractor's Project Manager. The Contractor shall notify the Headquarters Chief of Security and the Contracting Officer's Representative (COR) of the Project Manager's identity within fifteen (15) calendar days of award of this Contract.

(b) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the steps in Attachment K, Personal Identity Verification (PIV) Card Issuance Procedures, for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system. The Contractor must apply for permanent NASA Headquarters PIV credential for those Contract employees who will be employed by the Contractor onsite for at least six months. The Headquarters Security Office will consider permanent PIV credentials for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit.

(c) The Contractor may contact the HQ PIV Manager, Tel 202-358-2422 for assistance regarding the PIV system. Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the Headquarters Security Office for PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The HQ PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
(2) Make handwritten changes to any other incorrect data.

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

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

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

(e) The Contractor's Project Manager shall submit written notification to the Contracting Officer's Representative and the Headquarters Chief of Security immediately about any Contractor employee who was issued a Headquarters PIV credential or who was granted temporary access to be on-site: (1) who is no longer employed by the Contractor, or (2) who will no longer be working onsite under this Contract.

(f) The Contractor shall ensure that all personnel who have NASA Headquarters issued credentials, keys or other property who leave the Contractor's employ or that no longer work onsite, process out through the Headquarters Security Office. Any such Contractor employees must return all Headquarters issued identification or credentials and any Government property no later than the last day of their employment. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV credentials.

(End of Clause)

H.5 GOVERNMENT PREMISES –PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (HQ 52.204-99) (APR 2013)

(a)(1) The Contractor must apply for NASA Headquarters Personal Identity Verification (PIV) credential issued by the Headquarters Security Office for those employees that will be employed by the Contractor and that will be resident or access NASA Headquarter locations, or NASA cyber resources for more than six (6) months. The Headquarters PIV credentials will be issued for no longer than the applicable Contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent Contract period within which the Contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other Contractor personnel who are to be at the Headquarters location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the Contractor for approval and registered on an access list under the control of the Headquarters Security Office. All personnel must conspicuously display the Headquarters PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at Headquarters. In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow the

steps prescribed in **Attachment K**, Personal Identity Verification (PIV) Card Issuance Procedures to apply for each Contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as "onsite") or access to a Federal information system.

(2) Visits by foreign nationals to, for, or on behalf of the Contractor, are restricted and must be necessary for the performance of the Contract and concurred in by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with NASA Policy Directive, NPD 1371.5, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 12/21/2010). Copies of the current issuances of the NPD may be obtained at http://nodis3.gsfc.nasa.gov. The Contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office.

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

(b) While on Government premises, the Contractor shall comply with requirements governing the conduct of personnel and the operation of the Headquarters locations. These requirements are set forth in NASA-wide or Headquarters installation directives, and procedural requirements, and announcements that can be found at http://nodis3.gsfc.nasa.gov/, and/or which will be provided to the Contractor as necessary by the Contracting Officer's Representative, the Contracting Officer, or the Headquarters Chief of Security.

(c) The Contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government indicia such as "eagle" emblems in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The Contractor also may not use the Government mail system to mail anything outside of the Headquarters locations. Contractors found in violation could be liable for a fine of $300 per piece of indicia mail used. Otherwise, the Contractor is allowed to use the internal Headquarters interoffice mail system to send documents **within the Headquarters locations or to other NASA Centers or NASA facilities** the extent necessary for purposes of implementing the terms of this Contract and communicating Contract related business to its employees at the Headquarters locations, and to communicate Contract related business to NASA officials including, but not limited to, the Contracting Officer, the Contracting Officer's Representative, the Headquarters Chief of Security, Accounting Office staff, and the NASA Headquarters International Visits Coordinator.

(End of clause)

H.6 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)

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

(End of Clause)

H.7 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91) (MAR 2011)

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

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

(End of Clause)

H.8 GOVERNMENT PROPERTY –COMPLIANCE WITH SAFETY STANDARDS (HQ 52.223-92) (SEPT 2012)

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

(End of Clause)

H.9 CONTRACTOR USE OF HQ LIBRARY (HQ 52.251-91) (SEPT 2012)

The Contractor's professional employees performing work under this Contract are granted borrowing privileges at the Headquarters (HQ) Library.

(a) The Contractor shall establish procedures to account for borrowed materials and to ensure their timely return. "Timely return" means prior to the expiration of the borrowing period, prior to the termination of employment of the particular employee, or prior to the expiration of this Contract, whichever comes first.

(b) The Contractor shall initiate borrowing privileges for its employees by contacting the HQ Librarian. The HQ Librarian will require the Contractor to provide the name and title of the company official responsible for ensuring compliance with (a) above. The responsible official will be required to indicate the level of control for the issuance of Library charge plates and whether the countersignature of the responsible company official will be required on Headquarters Library Card Applications. The HQ Librarian may impose additional information requirements if Library privileges are requested for employees that do not have permanent HQ badges.

(c) The Contractor shall be responsible for all items lost, destroyed or not returned. Such items shall be immediately replaced by the Contractor at no cost to the Government. The HQ Librarian may revoke library privileges at any time during the performance of the Contract if the Contractor fails to comply with this clause or is experiencing an inordinate amount of loss or destruction of library materials. Discontinuance of library privileges shall not entitle the Contractor to an increase in the cost or price for Contract performance or to any other adjustment to the Contract.

(End of Clause)

H.10 LIMITATION OF FUTURE CONTRACTING (1852.209-71) (DEC 1988)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5--Organizational Conflicts of Interest.
(b) The nature of this conflict is:
A company (prime or subcontractor at any tier) is involved in certain functions of the NASA peer review process of a proposal submitted by the same company. These functions include, but are not limited to, development of acquisition plans, specifications, statements of work, purchase description/requests, and solicitations or contractual provisions, evaluations or selection of contractors, or negotiations of an award of contracts or contract modifications.

The appearance of, or potential for, a conflict of interest exists at two levels:

First, a company (prime or subcontractor at any tier) may be involved in certain functions of the NASA peer review process involving a proposal submitted by their company. These functions include, but are not limited to, development of acquisition plans, specifications, statements of work, purchase description/requests, and

solicitations or contractual provisions, evaluations or selection of contractors, or negotiations of an award of contracts or contract modifications.

Second, when an employee of the prime contractor or any subcontractor performs one or more of those functions under this contract for a specific peer review and the prime contractor, or any subcontractor, is identified as an Investigation Team Member in one or more of the proposals in competition for which that peer review is being conducted.

In those situations where the appearance of, or potential for, a conflict of interest may exist, the contractor shall take steps to either avoid or mitigate conflict in accordance with Attachment D, Organizational Conflicts of Interest Avoidance Plan as incorporated in Clause J.1, of this contract.

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

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

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

(End of Clause)

H.11 EXPORT LICENSES (1852.225-70) (FEB 2000)

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

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

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

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

(End of Clause)

H.12 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) ALTERNATE II (OCTOBER 2000)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

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

(End of Clause)

SECTION I OF NNH13465022R
CONTRACT CLAUSES

I.1 SECTION I CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions (Jan 2012)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price or Fee Adjustments for Illegal or Improper Activity (Sept 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-13	Contractor Code of Business Ethics and Conduct (Apr 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007) Paragraph (b)(3) http://oig.nasa.gov/hotline.html, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sep 2013)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jun 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013)
52.204-13	Systems for Award Management Maintenance (Jul 2013)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
52.210-1	Market Research (Apr 2011)
52.215-2	Audit and Records –Negotiation (Oct 2010)
52.215-8	Order of Precedence –Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data –Modifications (Aug 2011)
52.215-12	Subcontractor Certified Cost or Pricing Data –Modifications (Oct 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) other than Pensions (Jul 2005)

SECTION I OF NNH13465022R
CONTRACT CLAUSES

52.215-21	Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data –Modifications (Oct 2010) Alternate I (Oct 2010)
52.215-23	Limitations on Pass-Through Charges (Oct 2009)
52.216-7	Allowable Cost and Payment (JUL 2013) (a)(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.
52.216-8	Fixed Fee (Jun 2011)
52.217-8	Option to Extend Services (Nov 1999) The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.
52.219-8	Utilization of Small Business Concerns (JUL 2013)
52.219-14	Limitations on Subcontracting (Nov 2011)
52.222-2	Payment for Overtime Premiums (Jul 1990) (a) The use of overtime is authorized under this contract if the overtime premium does not exceed $0 or the overtime premium is paid for work
52.222-3	Convict Labor (June 2003)
52.222-4	Contract Work Hours and Safety Standards Act –Overtime Compensation (Jul 2005)
52.222-17	Nondisplacement of Qualified Workers (Jan 2013)
52.222-19	Child Labor –Cooperation with Authorities and Remedies (Mar 2012)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Veterans (Sept 2010)
52.222-36	Affirmation Action for Works with Disabilities (Oct 2010)
52.222-37	Employment Reports on Veterans (Sept 2010)
52.222-40	Notification of Employee Rights under the National Labor Relations Act (Dec 2010)
52.222-41	Service Contract Act of 1965 (Nov 2007)
52.222-50	Combating Trafficking in Persons (Feb 2009)
52.222-54	Employment Eligibility Verification (AUG 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I (May 2011) and Alternate II (May 2011)
52.223-6	Drug-Free Workplace (May 2001)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
52.225-13	Restrictions on Certain Foreign Purchases (Jun 2008)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-11	Patent Rights –Ownership by the Contractor (Dec 2007) as modified by NASA FAR Supplement 1852.227-11

SECTION I OF NNH13465022R
CONTRACT CLAUSES

52.227-14	Rights in Data –General (Dec 2007) as modified by NASA FAR Supplement 1852.227-14 Alternate II (Dec 2007) and Alternate III (Dec 2007)
52.227-17	Rights in Data –Special Works (Dec 2007) as modified by NASA FAR Supplement 1852.227-17
52.228-7	Insurance –Liability to Third Persons (Mar 1996)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-17	Interest (Oct 2010)
52.232-22	Limitations of Funds (Apr 1984)
52.232-23	Assignment of Claims (Jan 1986)
52.232-25	Prompt Payment (Jul 2013)
52.232-33	Payment of Electronic Funds Transfer –System for Award Management (Jul 2013)
52.232-39	Unenforceability of Unauthorized Obligations (Jul 2013)
52.233-1	Disputes (July 2002)
52.233-3	Protest After Award (Aug 1996) Alternate I (June 1985)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.237-2	Protection of Government Buildings, Equipment and Vegetation (Apr 1984)
52.237-3	Continuity of Services (Jan 1991)
52.239-1	Privacy or Security Safeguards (Aug 1996)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-3	Penalties for Unallowable Costs (May 2001)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (July 1995)
52.243-2	Changes –Cost Reimbursement (Aug 1987) Alternate I (Apr 1984)
52.244-2	Subcontracts (Oct 2010) (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **Professional and consultant costs as defined in FAR 31.205-33** (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD
52.244-5	Competition in Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Jul 2013)
52.245-1	Government Property (Apr 2012)
52.245-9	Use and Charges (Apr 2012)
52.246-25	Limitation of Liability –Services (Feb 1997)
52.249-6	Termination (Cost Reimbursement) (May 2004)
52.249-14	Excusable Delays (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)
1852.207-76	Display of Inspector General Hotline Posters (Jun 2001)
1852.204-76	Security Requirements for Unclassified Information Technology Resources (Jan 2011)
1852.216-89	Assignment and Release Forms (Jul 1997)

1852.219-74 Use of Rural Area Small Businesses (Sept 1990)
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-74 Drug and Alcohol-Free Workplace (Mar 1996)
1852.237-72 Access to Sensitive Information (Jun 2005)
1852.237-73 Release of Sensitive Information (Jun 2005)

(End of by Reference Section)

I.2 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

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

(End of Clause)

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

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of Clause)

I.4 NOTIFICATION OF OWNERSHIP CHANGES (52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall—

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

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

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

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

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

(End of Clause)

I.5 ORDERING (52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD [*insert dates*].

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

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

(End of Clause)

I.6 ORDERING LIMITATIONS (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 $1,000,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of $10,000,000; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of Clause)

I.7 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

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

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

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

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

(End of Clause)

I.8 SECTION 8(A) AWARD (52.219-17) (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NASA Headquarters Procurement Office the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA Headquarters Procurement Office Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA Headquarter Procurement Office.

(End of Clause)

I.9 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (52.219-18) (JUN 2003) DEVIATION

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed $25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The (Contractor TBD) will notify the NASA HQ Procurement Office's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I.10 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (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

Position	Employee Class	Hourly Wage	Fringe Benefits
Administrative Specialist	GS-7	$20.22	-See below*
Data Warehouse Specialist	GS-9	$24.74	-See below*

Financial Analyst, Jr.	GS-7	$20.22	-See below*
Help Desk Analyst, Jr.	GS-7	$20.22	-See below*
Help Desk Analyst, Sr.	GS-9	$24.74	-See below*
Logistics Analyst, Jr.	GS-7	$20.22	-See below*
Logistics Analyst, Sr.	GS-11	$29.93	-See below*
Office Manager	GS-11	$29.93	-See below*
Project Control Specialist	GS-9	$24.74	-See below*
Solicitation Specialist, Jr.	GS-9	$24.74	-See below*
Solicitation Specialist, Sr.	GS-11	$29.93	-See below*
Technical Writer/Editor	GS-11	$29.93	-See below*

The monetary wages (hourly rates) are computed in accordance with FAR 22.1016(b).
*Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave: Two hours of annual leave each week for an employee with less than three years of service; three hours of annual leave each week for an employee with three but less than 15 years of service; and four hours of annual leave each week for an employee with fifteen or more years of service.

3. Sick Leave: Two hours of sick leave each week for all employees.

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act of 7 percent of basic hourly rate (for temporary employees).

5. Retirement: 7.0 percent of basic hourly rates for employees hired through December 31, 1983. Retirement at 1.3 percent for employees hired between 12/31/1983 and 01/01/1987, or have at least a one year break from retirement coverage starting pre-1984. Retirement at 0.8 percent for employees hired on January 1, 1987, through 12/31/2012. Retirement at 3.1 percent for employees hired after 12/31/2012.

5a. Matching contributions up to 5% for employees hired after 01/01/1987 into a 401K style plan.

6. Medicare: 1.45 percent of basic hourly rates for all employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of $113,700.

(End of Clause)

I.11 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (52.232-99) (AUG 2012) DEVIATION

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a 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.12 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses:
http://www.acquisition.gov/far/

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

(End of clause)

I.13 AUTHORIZED DEVIATIONS IN CLAUSES (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 Regulation (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.14 OMBUDSMAN (1852.215-84) (NOV 2011) ALTERNATE I (JUNE 2000)

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

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

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

(End of Clause)

I.15 TASK ORDERING PROCEDURE (1852.216-80) (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in

performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

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

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

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

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

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

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

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

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

(End of Clause)

I.16 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)

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

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

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

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

(End of Clause)

I.17 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

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

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

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

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

shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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

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

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

(End of Clause)

I.18 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZIED BY THE PEOPLE'S REPUBLIC OF CHINA (1852.225-74) (JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

(i) Systems acquired by a contractor incidental to a contract;

(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

(iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the

International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

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

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

(1) A brief description of the item(s); and

(2) Vendor/manufacturer's company name and address;

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

(End of Clause)

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

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

Attachment	Description	Date	No. of Pages
A	Statement of Work	October 2013	15
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	June 2013	4
C	Financial Management Reporting Requirements	December 2013	2
D	Organizational Conflicts of Interest Avoidance Plan		To be submitted with Proposal
E	IT Security Management Plan	30 days after contract award	TBD*
F	Safety and Health Plan		To be submitted with Proposal
G	Government Furnished Information	November 2013	3
H	Government Furnished Property	June 2013	4
I	IT Security ADL	June 2013	5
J	Contract Historical Data	June 2013	1
K	PIV Card Issuance Procedures	October 2012	4

*TBD –To Be Determined

(End of Clause)

SECTION K OF NNH13465022R
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561110.

(2) The small business size standard is $7M.

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $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:

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

__ (A) Basic.

__ (B) Alternate I.

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__(B) Alternate I.

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

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

FAR CLAUSE #	TITLE	DATE	CHANGE

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

(End of Provision)

SECTION K OF NNH13465022R
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

K.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (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)

K.4 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (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)

SECTION K OF NNH13465022R
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (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.6 RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA –REPRESENTATION (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.7 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED, OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (1852.225-73) (JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

(i) Systems acquired by a contractor incidental to a contract;

(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;

(iii) Services in support of IT systems, such as help desk services; or

(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

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

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

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

ITEM	VENDOR/MANUFACTURER'S COMPANY NAME AND ADDRESS
_____	_____
_____	_____
_____	_____

[*List as necessary*]

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

(End of Provision)

SECTION L OF NNH13465022R
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

52.204-7 System For Award Management (Jul 2013)
52.207-2 Notice of Streamlined Competition (May 2006)
52.215-1 Instructions to Offerors –Competitive Acquisition (Jan 2004)
52.215-16 Facilities Capital Cost of Money (Jun 2003)
52.215-22 Limitation on Pass-Through Charges –Identification of Subcontract Effort (Oct 2009)
52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
52.222-46 Evaluation of Compensation for Professional Employees (Feb 1993)
52.237-10 Identification of Uncompensated Overtime (Oct 1997)
1852.233-70 Protests to NASA (Oct 2002)

(End of Reference Section)

L.2 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA (52.215-20) (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs.The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.,* wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of Provision)

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

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

(End of Provision)

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

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

Dock Master
Goddard Space Flight Center
Greenbelt, MD 20771
Bldg. 35 –Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP NNH13465022R
Attn: Danit Rainey
NASA/GSFC Mail Code: 210.H
Contracting Officer Phone No. (301) 286-6362

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

(End of Provision)

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

Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

http://www.acquisition.gov/FAR

NASA FAR Supplement (NFS) clauses:

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

(End of Provision)

L.6 RESERVED

L.7 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)

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

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

(End of Provision)

L.8 COMMUNICATIONS REGARDING THIS SOLICITATION (52.215-96) (AUG 2000)

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

Name: Danit Rainey

Phone: 301-286-6362
(collect calls not accepted)

FAX: 301-286-0356

E-Mail: danit.rainey@nasa.gov

*Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Danit Rainey, *Mail Code 17:S110

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

The Government will answer relevant and appropriate questions regarding this

solicitation. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Any Offeror questions should be submitted as soon as possible.

(End of Provision)

L.9 RESERVED

L.10 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal
(see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
(1) The work will be conducted completely or partly on premises owned or controlled by the
government.
(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
(3) The work, regardless of place of performance, involves hazards that could endanger the
public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
(4) When the assessed risk and consequences of a failure to properly manage and control the
hazards warrants use of the clause.
(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of Provision)

L.11 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

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

(b) The Offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The Offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of $500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of Provision)

L.12 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)

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

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

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

(d) The Offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The Offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use

(including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245–9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The Offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

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

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

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

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

(h) Existing Government property may be reviewed at the following locations, dates, and times: **N/A**.

(End of Provision)

L.13 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)

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

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245–2, Government Property Installation Operation Services, as included in this solicitation. The Offeror shall notify the Government of its intention to use or not use the property.

N/A

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

(End of Provision)

L.14 PROPOSAL PREPARATION –GENERAL INSTRUCTIONS (APR 2012)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in section 6.1, 6.2, 6.3, 6.4, 6.6, 6.7 and 7 of the Statement of Work (SOW), Attachment A and Representative Task Orders. Generally, the proposal should:

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

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

As part of the Request for Proposal, the offer shall respond to how they would approach several Representative Task Orders (See L.**16**). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP! The RTOs included in Exhibit 16, 17 and 18, are tasks to be used for evaluation purposes that may or may not be issued during the performance period.

SECTION L OF NNH13465022R
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Copies
I	Offer Volume	Original plus 7 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hard Copies and two electronic copies
III	Cost Volume	Original plus 7 Hard Copies, and one additional copy for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 7 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors, defined as any subcontractor that is estimated to exceed 10% of the Government Pricing Model (GPM) total estimated cost, shall provide one (1) separately packaged copy of their Cost Proposal, marked NNH13465022R/NASA Proposal Evaluation Material", addressed to their cognizant Defense Contract Audit Agency (DCAA).

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror's name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

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

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R

format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW (section 7) and the evaluation criteria of this RFP are satisfied (i.e. the evaluation criteria versus Offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the Offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

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

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

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

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	**I**	**L.15**	**None**
(a) Organizational Conflict of Interest Avoidance Plan (OCIAP)			**Excluded**
(b) Safety and Health Plan			**Excluded**
Mission Suitability Volume	**II**	**L.16**	**65 Pages**
(a) Cover Page, Indices, Compliance Matrix, Total Compensation Plan, Phase-			**Excluded**

Proposal Component	Volume	Reference	Page Limitations
in Plan,			
(b) Deviations & Exceptions			**Excluded**
Cost Volume	**III**	**L.17**	**Mixed**
(a) Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices (Attachment B)			**None**
(b) Cost Exhibits			**None**
(c) Basis of Estimates			**35 Pages ***
(d) Deviations/Exceptions			**Excluded**
Past Performance Volume	**IV**	**L.18**	**Mixed**
(a) Information from the Offeror			**50 Pages***
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			**Excluded**
(c) Deviations & Exceptions			**Excluded**

*Page limitation is for the total component (prime and all significant subcontractors).

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

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

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified

in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

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

(End of Provision)

L.15 OFFER VOLUME (APR 2012)

This must be a separate volume.

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

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

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 390 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business

nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

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

TBD = TO BE DETERMINED BY THE GOVERNMENT
TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) *SUMMARY OF EXCEPTIONS*

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

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

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

(c) *ADDITIONAL INFORMATION TO BE FURNISHED*

(1) Business Systems

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

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

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-

reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have a cognizant DCAA adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

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

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate

if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Waiver of Rights to Inventions

This solicitation does not contain NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(7) Subcontractor Listing

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

(8) 8(a) Joint Venture

If an 8(a) joint venture is proposed, the Offeror **should** submit a Small Business Administration (SBA) signed and approved joint venture agreement with submission of the proposal. If SBA has not approved the joint venture agreement at the time of proposal submission, the Offeror shall describe its status in achieving joint venture approval from the Small Business Administration, including:

- Identify the companies included in the joint venture.

- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application was submitted to for review and approval.

- If not yet approved, identify the steps you have taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity).

SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.

Award of the contract will only be made to a SBA approved 8(a) company or 8(a) Joint Venture.

(9) Organizational Conflicts of Interest

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Offerors shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan at **proposal submission**, which will be incorporated into the contract under Clause J.1, Attachment **D,** Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed and set forth a list of all contracts that the Contractor has with NASA to include the contract number and a brief description of the statement of work; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to neutralize, mitigate, or avoid all problems identified. The Contractor's OCI Plan shall address at a minimum the requirements in the Access to Sensitive Data Clause. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Successfully Offeror has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document. Approval of the Organizational Conflicts of Interest Avoidance Plan is a prerequisite for contract award.

(10) Salary Surveys

Provide a summarization of all salary surveys used to develop direct labor rates for cost realism and total compensation plan evaluation, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries.

(11) Safety and Health Plan

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

(End of Provision)

L.16 MISSION SUITABILITY PROPOSAL INSTRUCTIONS (COMPETITIVE) (APR 2012)

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Proposal Format
3. Mission Suitability Instructions by Subfactor
4. Offeror Deviations/Exceptions

1. General Instructions

The Mission Suitability Proposal should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Proposal must demonstrate that the Offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

2. Mission Suitability Proposal Format

The Mission Suitability Proposal must be divided and presented by each Mission Suitability subfactor as follows:

Subfactor A--Technical Approach
Subfactor B—Information Technology Requirements
Subfactor C-- Management Approach
Offeror Deviations/Exceptions

3. Mission Suitability Instructions by Subfactor

Subfactor A-- Technical Approach

The Offeror's technical approach should demonstrate an understanding of the requirements and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address Representative Task Order (RTO) #1 and RTO #2, and the following SOW areas of Section 6, Process or Systems Improvements and User Acceptance: 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7. The Offeror's response shall be in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent challenges associated with the objectives of the procurement.

The Offeror shall describe its approach to implementing and staffing each RTO and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7. The response must be specific, detailed, and complete enough to demonstrate an understanding of the technical objectives and challenges in accomplishing the requirements. Each response to the representative task orders and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7 shall address the following: The technical approach for the specific requirements of the task and SOW elements; labor categories, staffing strategy consistent with technical approach, government interface, and identification of and response to potential technical problems and critical issues. In addition, each response to the representative task order shall include the following: projected hours, the schedule for completing the effort, including key milestones and flow of activities from start to completion; objectives and schedule; and other resources such as the identification of facilities and equipment necessary to successfully accomplish the task.

Any assumptions made in preparing a response to the RTOs and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6, and 6.7 must be clearly stated.

The Offeror shall provide a chart/table of proposed staffing for the RTOs per labor category, and identify who is available from the prime contractor or any team member(s), that is consistent with its management approach. The Offeror shall explain the approach for identifying the optimum skill mix based upon requirements of the RTOs and SOW areas 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7, and the approach for matching skill mix to services/functions.

The offeror shall identify the most significant potential risks under the RTOs and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7; and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work or unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control

and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor B –Information Technology Requirements

The Offeror shall describe its approach to implementing and staffing RTO #3 and SOW Section 7, Information Technology, in its entirety. The response must be specific, detailed, and complete enough to demonstrate an understanding of the technical objectives and challenges in accomplishing the requirements. The response to RTO #3 and SOW Section 7 must address the following: The technical approach for the specific requirements of the task and SOW element; labor categories, staffing strategy consistent with technical approach, government interface, and identification of and response to potential technical problems and critical issues. The response to RTO #3, in addition, must address the following: projected hours, the schedule for completing the effort, including key milestones and the flow of activities from start to completion, objectives and schedule; and other resources such as the identification of facilities and equipment necessary to successfully accomplish the task. Any assumptions made in preparing a response to the RTO and SOW Section 7, in its entirety, must be clearly stated.

The Offeror shall describe any new or innovative methods, techniques or technologies proposed and explain how they impact the performance of RTO #3 and SOW Section 7, in its entirety. Efficiencies should be quantified where possible. The proposed approach should also include a discussion of the personnel categories proposed under RTO #3 and SOW Section 7 and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. All discussions must be clear and concise and refer to the appropriate RTO #3 activity and SOW Section 7, in its entirety.

The Offeror shall provide chart/table of proposed staffing for RTO #3 and SOW Section 7, in its entirety, per labor category and identify who is available from the prime contractor or any team member(s),that is consistent with its management approach. The Offeror shall explain the approach for identifying the optimum skill mix based upon requirements of the RTO and SOW Section 7, in its entirety, and the approach for matching skill mix to services/functions.

The offeror shall identify the most significant potential risks under this RTO and SOW Section 7, in its entirety; and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work or unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security

(including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor C-- Management Approach

Describe the organizational structure, policies, procedures, and techniques for effectively and efficiently managing the proposed work.

Discuss interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated. Include an organizational chart that identifies where this contract fits in the corporate structure. Also provide an organizational chart for this program identifying all managerial positions by title.

Provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The Offeror should include such elements as the span of control, degree of autonomy, and lines of communication. The management approach should also discuss the processes for resolving priority conflicts for resources and functions within the organization. All interfaces with personnel and subcontractors must be clearly delineated.

The offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost proposal instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and provide the following information: 1) the basis for selection of the subcontractor; 2) the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed; 3) the benefits of these arrangements to the Government; and 4) methods of management and reporting of subcontractors' financial and technical plans and performance. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The management approach shall contain an in-depth discussion of the independence and autonomy of the Program Manager, clearly stating the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources. The management approach shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract.

Describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

The Offeror shall provide a detailed phase-in plan that addresses, at a minimum, the Offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 45-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period.

The 45-day phase-in period will be accomplished through the issuance of a separate Firm Fixed Price contract.

The Offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action. The staffing plan shall describe how the Offeror intends to staff this effort and how the approach will allow the Offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this RFP. Detail your process for responding quickly and efficiently to requests for task plans. Detail your plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The Offeror shall describe their approach for managing multiple tasks.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must:

- Classify all labor categories proposed as "exempt" or "non-exempt" positions.

Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibit 10 "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Proposal must not include Exhibit 10A and 10B but should reference where the information appears in the Cost Proposal.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

4. Deviations\Exceptions (Mission Suitability Proposal)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these mission suitability proposal instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

(End of Text)

L.17 COST VOLUME (NOV 2012)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

1. Instructions

An important prerequisite for the award of the contract is that the prime Offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The cost proposal should be prepared in a manner consistent with your current accounting system.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

Final monetary extensions in the cost proposal may be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor estimated to exceed 10% of the Government Pricing Model (GPM) total estimated cost. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The Offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-

ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The Offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The Offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

Offerors, including proposed significant subcontractors, shall provide one (1) separately packaged copy of their Cost Proposal, marked "NNH13465022R/NASA Proposal Evaluation Material", addressed to their cognizant Defense Contract Audit Agency (DCAA). The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume. Please ensure that all contact information provided is current and correct.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged on a task by task basis during contract performance. Program management costs must be included in the RTO cost estimates in accordance with the instructions in Section 2 below.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Proposal, each Offeror, including proposed significant subcontractors, shall submit the other than cost or pricing data described in Section 2 below.

2. Cost Proposal Format

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

Provide the basis for the direct labor rates proposed. If salary surveys were used as a basis for the direct labor rates, identify the median salary and provide rationale if proposing lower than the median.

Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. Provide a detailed narrative

explaining the basis of the rates. Also provide the actual indirect rates realized for the last contractor fiscal years, annotating if the rate is audited or unaudited.

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

(b) DIRECT LABOR RATES, INDIRECT RATES MATRIX

The prime Offeror shall propose unburdened direct labor rates for all non-management labor categories in **Exhibit 2A** and all management and administrative labor categories in **Exhibit 2B**, clearly delineating on-site and off-site rates, and then loaded in accordance with the contractor's accounting system. The Offeror's **fixed** fee rate shall be used to calculate the **fixed** fee for performing all task orders issued under the resultant contract. The rates (direct and indirect) in **Exhibits 2A and 2B** must be consistent with those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FIXED FEE MATRICES**. Also, in **Attachment B**, the Offeror shall include a fully-loaded direct labor rate matrix for each subcontractor or team member expected to exceed 10% of the GPM total estimated cost of the contract.

(c) GOVERNMENT PRICING MODEL

To be completed by the Prime Offeror ONLY
Exhibit 1 contains the Government Contract Non-Management Direct Labor Categories the Government considers essential to perform task orders under this contract. **Exhibit 14** contains the Government Labor Category Descriptions. The Prime Offeror ***ONLY*** shall complete **Exhibit 1A**. "Government Pricing Model", for each Contract Year. **The Prime Offeror shall include in Exhibits 1A and 1B *all* Subcontractors, regardless of dollar value, expected to perform under this contract**. The Prime Offeror shall complete this exhibit in accordance with the following:

- At the top of **Exhibit 1A**, the Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s) that will be applied to the Subcontractor(s) Government Contract Non-Management Direct Labor Loaded Rates in accordance with the prime's approved accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fixed Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the

respective Contract Year indirect rates in **Exhibits 5** and Attachment B).

- In **Exhibit 1A**, the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for **each** respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded Government Contract Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 2A** workbooks. The Prime Offeror may modify **Exhibit 1A** to delete or add additional Subcontractor columns, if necessary.

- Using the respective Prime Offeror loadings specified at the top of **Exhibit 1A**, the Prime Offeror shall calculate and insert the "Sub Loaded Rate w/Prime Loading" rates for each Subcontractor by Government Contract Non-Management Direct Labor Category. For example, if the Subcontractor's Loaded Rate is $100 and the Prime Offeror's bid loadings are G&A at 10% and Fixed Fee 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be $118.80 [($100 * 110%) * $108%].

- For each Government Contract Non-Management Direct Labor Category in **Exhibit 1A**, the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort **must** total 100% for **each** Government Contract Non-Management Direct Labor Category.

- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite Contract (Prime/Sub) Non-Management Loaded Rate for **each and every** Government Contract Non-Management Direct Labor Category in **Exhibit 1A.**

- The Total Composite Contract (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for **each** Government Contract Non-Management Direct Labor Category shall be multiplied against the respective Government estimated direct labor hours for each Government Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total Government Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. There **must** be a composite rate totaling 100% for **each and every** Government Contract Non-Management Direct Labor Category in Exhibit 1A. In addition, the Government estimated non-management direct labor provided for each labor category in **Exhibit 1A** shall ***not*** be changed.

- The labor hours in the GPM are based on a 40-hour work week with no uncompensated overtime. Also, the hours are consistent each year throughout the period of performance.

- The Prime Offeror shall complete the OFFEROR CONTRACT MANAGEMENT/ADMINISTRATIVE COSTS Section of Exhibit 1A, filling in all anticipated program management and administrative support required for this effort and direct charged via Offeror (and/or subcontractor, if applicable) labor categories and hours (Exhibit 2B) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with **Exhibit 7**. The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to drive the Subtotal Offeror Management/Administrative Labor Costs. **For the purposes of bidding, all Management and Administrative Costs shall be assumed offsite.**

- The Prime Offeror shall complete the OFFEROR NON-LABOR RECURRING ODC's AND COST-ESTIMATING RELATIONSHIP COSTS Section of Exhibit 1A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 7. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The Exhibit 1A columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non-labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.

The Offeror shall complete **Exhibit 1B** Government Pricing Model Grand Total Summary –Bid Rates. The Grand Total Government Pricing Model value is a summation of the Subtotal Government Non-Management Direct Labor Costs (Onsite and Offsite), the Subtotal Offeror Labor-Oriented Management and Administrative Costs and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in **Exhibit 1A.**

(d) <u>OFFEROR TO GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CONVERSION</u>

Offerors and **<u>all</u>** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibits 2A**, Offeror to Government Contract Non-Management Direct Labor Conversion. This exhibit shows how the Offeror's and Subcontractors' individual direct labor categories/rates are proportioned and converted to the Government Contract Non-Management Direct Labor Categories. **Exhibit 2A** summarizes the unburdened direct labor rates, bid indirect rates, and fixed fee rate used to derive <u>each</u> Loaded Government Contract Non-Management Direct Labor Category Rate used in **Exhibit 1A**. Offerors and subcontractors shall complete a separate **Exhibit 2A** for each performance site (onsite and offsite) for which they are providing Government Contract

Non-Management Direct Labor using the applicable bid rates for each site. "Offerors should note that **Exhibit 2A** is not site-specific. When completing this form, Offerors must specify the applicable site (onsite and offsite) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated.

For each Government Contract Non-Management Direct Labor Category, a composite rate can be comprised of no more than 3 labor categories. If a composite rate is comprised of 2 or more labor categories, the composite rate shall not contain any labor category with less than 30% of anticipated effort.

(e) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit **Exhibit 2B**, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A**, the respective Subcontractor shall also complete and submit **Exhibit 2B**. The Loaded Management/Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management/Administrative Bid Labor Rates used in **Exhibit 1A and Attachment B if applicable**. For Exhibit 2B, Offerors will note that all Management and Administrative categories shall be proposed using off-site rates.

(f) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

All Prime Offerors shall complete **Exhibit 3**, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A, and Fixed Fee. The Grand Total of Exhibit 3 shall match the Grand Total of Exhibit 1B. Offerors may adjust the elements of cost to be consistent with your current accounting system.

(g) BASIS OF ESTIMATES (BOE)

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program Management and Administrative Support and subcontracting. Emphasis should be placed on a description of the cost estimating process and methodologies themselves, and how these relate to the technical approach described in the proposal.

For Program Management and Administrative Support, explain in detail how it is costed. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each

function is included. For the purposes of bidding, the Government has no available seats on-site for Management and Administration personnel.

Describe how subcontracts were estimated and how determined reasonable. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontractor that has a potential estimated value in the excess of the threshold stated in Section 1 instructions above, BOEs must be provided by that significant subcontractor following the above specified format.

(h) CONTRACT SOURCE PERSONNEL

Exhibit 4 shows the Offeror's plans to obtain the required personnel at a contract level. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for the first contract year.

(i) CONTRACTOR FISCAL YEAR TO CONTRACT YEAR RATE CONVERSION EXHIBITS

Exhibit 5 summarizes the Contractor's **bid** rates for Overhead, G&A, and any "Other" indirect rate that the Offeror proposes. These rates are to be proposed in accordance with the Contractor's Fiscal Year and approved accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2** of **Attachment B**, Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices.

(j) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 7** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your approved accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions. Please note that the Recurring ODCs and Cost Estimating Relationships listed shall match those proposed in Section 3 of Attachment B, Direct Labor Rates, Indirect Rates, and Fee Matrices.

The following ODCs (travel, honoraria, meeting room rental, NSPIRES licensing, hardware equipment and supplies) have been provided for evaluation purposes only.

If all recurring ODCs are included in your direct expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.

(k) EXPENSE POOLS

Exhibit 6-A Overhead Expense Pool

Exhibit 6-A shows the details of the expenses in the overhead pool by contractor fiscal year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one overhead pool is proposed, a separate **Exhibit 6-A** shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

Exhibit 6-B General and Administrative (G&A) Expense Pool

Exhibit 6-B shows the details of the expenses in the G&A pool by contractor fiscal year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract.

If more than one G&A pool is proposed, a separate **Exhibit 6-B** shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

(l) PHASE-IN PLAN

Offerors shall propose a Firm Fixed Price associated with the 45-day phase-in period. **Exhibit 8** shall be used to state the proposed price for the phase-in, which is expected to commence at contract award. **Exhibit 8** will provide a breakdown of proposed Phase-in.

(m) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 9 summarizes the Contractor's productive work year calculation. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(n) FRINGE BENEFITS EXHIBIT

As addressed in the Mission Suitability Proposal instructions (Subfactor C, Management Plan), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit in **Exhibit 10,** Fringe Benefit Chart, which contains the average of fringe benefit information for all labor categories.

(o) DCAA/DCMA INFORMATION

Offerors shall complete **Exhibits 11A and 11B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

The offeror is requested to provide information on relevant DCAA audits, including DCAA audit report numbers, the contracting office that requested the audit, and the name and contact information of the Contracting Officer.

(p) REPRESENTATIVE TASK ORDER (RTO) COSTS

Offerors shall complete **Exhibits 12 AND 12A** for **RTOs #1, #2 and #3**. In these exhibits, Offerors shall include all costs (direct labor, indirect costs, ODCs and fee) associated with performing the RTO. RTO Offerors shall use the "not to exceed" bid rates in **Attachment B** of your proposal for pricing the RTO.

In addition to the summary cost proposal exhibit for the RTO, Offerors shall provide detailed back-up cost spreadsheets that include the following elements by month:

- Prime and, if proposed, significant subcontractor(s) labor, including labor hours, rates, and categories for personnel, for onsite and offsite personnel (**Exhibit 12A**);
- Contract Program Management and Administrative Support costs; include and identify, if not included in indirect costs;
- Indirect labor burden(s) (i.e. Overhead and Fringe Benefits (if separate pool)), for onsite and offsite;

- Other Direct Costs (ODCs); including detailed breakout of travel, and any other miscellaneous other directs **(Exhibit 12);**
- General & Administrative burden(s)
- Fixed Fee

(q) CONTRACT SOURCE OF PERSONNEL

Exhibit 4 shows the offeror's plans to obtain the required personnel at a contract level. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, and how many will be newly hired for the first contract year.

3. Deviations/Exceptions (Cost Volume)

Explain any deviations, exceptions, or conditional assumptions taken with respect to the cost volume instructions or requirements. Any deviations, exceptions, etc. must be supported by sufficient amplification and justification to permit evaluation.

(End of Provision)

L.18 PAST PEFORMANCE VOLUME (SERVICES) (MAR 2012)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) *INFORMATION FROM THE OFFEROR*

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of $1M that your company has had within the last 5 years of the RFP release date. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $1M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of $50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of $16M, the Offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above $1.6M (10% of $16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime Offeror and each significant subcontractor. Indicate the primary functions (SOW, , etc) to be performed by the prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime Offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*

- Cage Code and/or DUNS Number of the contractor performing the work.

- Contract number, type, and total original and present or final contract value.

- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

  A current five year contract that you are performing has a total estimated value of $100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was $43,500,000.

  In this example, an Offeror would provide the following:

  Current Contract Expenditures incurred to Date: $43,500,000

  Date in which Expenditures have been incurred through: Insert Date of Cost Expenditures incurred to Date that indicated cost/fee total of $43,500,000 after 2 years and 4 months of performance.

  Average Annual Cost/Fee Incurred to Date: $18,669,528 ($43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.

- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

- Method of acquisition: competitive or noncompetitive.

- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.

- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

- Average number of personnel on the contract per year and percent turnover of personnel per year.

- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The Offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 13 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: Danit Rainey, Code 210.H
Bldg. 17, Rm. S110

Greenbelt, MD 20771
Telephone: 301-286-6362
FAX: 301-286-0357

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) *SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)*

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

L.19 PROPOSAL MARKING AND DELIVERY (NOV 2012)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number: NNH13465022R
Attn: Danit Rainey
Building 17, Room S110

PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME)."

2. Designated Receiving Office

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

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

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

3. Methods of Proposal Delivery

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

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

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

If proposals are going to be delivered by a company employee or other individual that does not currently have badged access to Goddard Space Flight Center:

a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the

solicitation number on the properly marked proposal packages (see section 1 of this provision).

b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

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

(End of Provision)

SECTION M OF NNH13465022R
EVALUATION FACTORS FOR AWARD

M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

None

(End of Text)

M.2 SOURCE SELECTION AND EVALUATION FACTORS –GENERAL (JUL 2009)

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of Offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost/Price, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

The Cost/Price Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual Factors, the Past Performance Factor is less important than the Mission Suitability Factor but more important than the Cost Factor.

(End of Provision)

M.3 MISSION SUITABILITY FACTOR (JUN 2012)

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The Offeror's justification for the proposed resources will be considered in this evaluation. If the Offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A –Technical Approach

The government will evaluate the offeror's proposal for an understanding of the requirements and effectiveness of provided techniques and procedures used to satisfy the requirements in a timely and cost effective manner. The government will evaluate the Offeror's response to RTO #1, RTO #2 and the following SOW areas in Section 6, Process or Systems Improvements and User Acceptance: 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7 for clarity and demonstration of a full understanding of the requirements and inherent challenges associated with the objective of this procurement.

The government will evaluate the Offeror's approach to the implementation and staffing of each RTO and SOW areas of the following Sections: 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7 for reasonableness, effectiveness and efficiencies. The Offeror's approach will be evaluated for an understanding of the technical objectives and challenges in accomplishing the requirements. The Offeror's Response to the RTOs and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7, including the following: The technical approach for the specific requirements of each task order and SOW areas; labor categories, staffing strategy consistency with technical approach, government interface, and identification of and response to potential technical problems and critical issues; will be evaluated for completeness and effectiveness. In addition, each response to the representative task orders, including the following: projected hours, the schedule for completing the effort, including key milestones and flow of activities from start to

completion; objectives and schedule; and other resources such as identification of facilities and equipment necessary to successfully accomplish the task. These areas will be evaluated for completeness and effectiveness.

The government will evaluate the reasonableness of any assumptions and rationale made in preparing a response to the RTOs and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7.

The government will evaluate the Offeror's proposed staffing for reasonableness and consistency with the Offeror's management approach. The government will evaluate the Offeror's skill mix, approach to identifying skill mix, and approach for matching skill mix to services/functions for effectiveness and reasonableness based upon requirements of the RTOs and SOW areas 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7.

The government will evaluate the reasonableness and effectiveness of the Offeror's identification and response to potential risks under the RTOs and SOW areas of Sections 6.1, 6.2, 6.3, 6.4, 6.6 and 6.7. This includes evaluation of the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor B –Information Technology Requirements

The government will evaluate the Offeror's approach to the implementation and staffing of RTO #3 and SOW Section 7, Information Technology, in its entirety, for reasonableness, effectiveness, and efficiencies. The Offeror's approach will be evaluated for an understanding of the technical objectives and challenges in accomplishing the task order requirements. The Offeror's Response to RTO #3 and SOW Section 7, including the following: The technical approach for the specific requirements of the task order and SOW element; labor categories; staffing strategy consistent with technical approach, government interface; and identification of and response to potential technical problems and critical issues; will be evaluated for completeness and effectiveness. In addition, the response to RTO #3, including the following: projected hours, the schedule for completing the effort, including key milestones and the flow of activities from start to completion, objectives and schedule; and other resources such as the identification of facilities and equipment necessary to successfully accomplish the task; will be evaluated for completeness and effectiveness.

The government will evaluate the reasonableness of any assumptions and rationale made in preparing a response to RTO #3 and SOW Section 7, in its entirety.

The government will evaluate the Offeror's description of any new or innovative methods, techniques or technologies proposed and performance impact explanation for reasonableness, effectiveness and efficiency. The government will evaluate the Offeror's discussion of personnel categories proposed under RTO #3 and SOW Section

7, in its entirety, the labor skill and mix for effectiveness and efficiencies.

The government will evaluate the Offeror's proposed staffing for reasonableness and consistency with the Offeror's management approach. The government will evaluate the Offeror's skill mix for effectiveness and reasonableness based upon requirements of the RTO and SOW Section 7, in its entirety, and their approach for matching staff mix to services and functions.

The government will evaluate the reasonableness and effectiveness of Offeror's identification and response to potential risks under RTO #3 and SOW Section 7, in its entirety. This includes evaluation of the offeror's approach to managing the risk—the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

Subfactor C –Management Approach

The government will evaluate the organizational structure, policies, procedures, and techniques for effectiveness and efficiency.

The government will evaluate interrelationships of technical management, business management, and subcontract management and the organizational chart for effectiveness, efficiencies and clarity.

The government will evaluate the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management for effectiveness and efficiencies. The government will evaluate such elements as the span of control, degree of autonomy, and lines of communication and processes for resolving priority conflicts for resources and functions within the organization as well as all interfaces with personnel and subcontractors for effectiveness and efficiencies.

If significant subcontractors are proposed, the government will evaluate the identified interfaces to your organizational structure as well as the following areas for effectiveness: 1) the basis for selection of the subcontractor, 2) the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed 3) the benefits of these arrangements to the Government, and 4) methods of management and reporting of subcontractors' financial and technical plans and performance. The Government will evaluate the effectiveness of the offeror's plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

The government will evaluate the discussion of the Program Manager's independence and autonomy including the Program Manager's reasons for and methods of accessing corporate officials and his/her control over essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract resources for comprehensiveness, reasonableness and effectiveness. The government will evaluate the management approach and the degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract for reasonableness. The government will evaluate the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrated capability to operate as a team for reasonableness.

The government will evaluate the phase-in plan that addresses, at a minimum, the Offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 45-day phase-in period for effectiveness and reasonableness. The government will evaluate the phase-in plan to ensure that it clearly demonstrates the ability to assume full contract responsibility on the effective date of the contract. The government will evaluate how the phase-in plan's ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel for reasonableness. If the effort involves onsite performance, the government will evaluate their preparation for the timely processing of the Personal Identify Verification (PIV) requirements for effectiveness. If the phase-in plan assumes any dependency upon the incumbent contractor, the government will evaluate for reasonableness. The government will evaluate the extent of involvement of NASA personnel during this period for effectiveness.

The Government will evaluate the staffing plan that shows how it will fill the staff requirements for effectiveness and reasonableness. The Government will evaluate consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action for effectiveness and reasonableness. The staffing plan will be evaluated on how the Offeror intends to staff this effort and the approach the Offeror will use to meet the requirements of this contract for effectiveness. The comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror's own organization, and those from other sources and recruitment of staff will be evaluated for reasonableness. The Government will evaluate the effectiveness of the proposed

backup plan that describes the approach you would take if your primary staffing approach was not successful.

The Government will evaluate the process for responding quickly and efficiently to requests for task plans for effectiveness. The Government will evaluate your plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost for effectiveness and efficiencies. The Government will evaluate the effectiveness of the Offeror's approach to managing multiple tasks.

The Government will evaluate the Offeror's total compensation plan to determine if it reflects a sound management approach and understanding of the Contract requirements. The total compensation plan will be evaluated for the Offeror's ability to provide uninterrupted high-quality work. The total compensation plan, including "Fringe Benefit Chart," will be evaluated for its expected impact on recruiting and retention and its realism. The Plan will be evaluated to determine if the compensation levels proposed reflect a clear understanding of the work to be performed and that the capability of the proposed compensation is structured to obtain and keep suitably qualified personnel to meet mission objectives. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

The Government will evaluate 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 for reasonableness.

2. Evaluation Findings

The government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness –a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness –a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency –a material failure of a proposal to meet a government requirements or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) –a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).

Significant Strength (not in FAR/NFS) –a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government

3. Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	Points
Subfactor A –Technical Approach	400
Subfactor B –Information Technology Requirements	250
Subfactor C –Management Approach	350
Total	**1000**

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ratings at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

The Mission Suitability evaluation will include the results of any cost realism analysis. The realism of proposed costs may significantly affect the Offeror's Mission Suitability score.

(End of Provision)

M.4 COST/PRICE EVALUATION FACTOR

The proposed costs of the Government Pricing Model and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Fixed Fee Matrices, will be assessed to determine reasonableness and cost realism. The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B). Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

Both the "proposed and probable cost" will typically reflect the offeror's proposed fee amount. Proposed fee may be corrected to resolve clerical errors, if any; proposed fee will not be adjusted as result of cost realism.

The total FFP Phase-In price and the proposed and probable Government Pricing Model evaluated cost (including proposed fee amount) will be presented to the Source Selection Authority as well as any cost risk associated with the proposal.

The proposed and probable RTO cost will not be presented to the Source Selection Authority.

(End of Text)

M.5 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)

An Offeror's past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A "recent" contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A "relevant" contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least $1M.

For the purposes of the Past Performance Volume, a proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of$1M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 10% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance –ie., level of pertinence –of the contract based on size and content. The term "content" means the type and complexity of services, work or supplies, in comparison to the requirements of this solicitation. The government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon

for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the Offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the Offeror will receive a "Neutral" rating. However, an Offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an Offeror with no relevant past performance information.

The Government will consider an Offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the Offeror.

The overall confidence rating assigned to an Offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each Offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeor's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of Provision)