B. 1 TYPE OF CONTRACT

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

(End of text)

B.2 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (FEB 2014)

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

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services
2	Services and Deliverables in accordance with the Task Order SOW and Task Orders Issued	As Defined in the Task Order SOW and Individual Task Orders Issued	As Specified in the Task Order SOW and Individual Task Orders Issued	As Specified in the Task Order SOW and Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-91 Section I NFS 1852.216-80	As Required in Clause	Task Order System
4	Reports of Work	Section C GSFC 52.235-92 Section H NFS 1852.235-73	As Required in Clause	As specified in Clause
5	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment D	Monthly and Quarterly in accordance with Attachment D/Financial Reporting -533 Instructions	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
6	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests–30 days in Advance of Travel Reports–Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
7	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
8	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
9	Contract Historical Data	Section G GSFC 52.242-91 Attachment I	30 Days after Contracting Officer Request	Electronic Format/CO
10	Safety & Health Reporting	Section H NFS 1852.223-70	Monthly/Quarterly Reports and As Required	NASA Incident Reporting Information System (IRIS)

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
		Section H NFS 1852.223-75 Section H GSFC 52.223-91		
11	Personnel Authorized to Use Motor Pool Vehicles and	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
12	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	By the 15th of each Month	Electronic Format/CO and Code 274
13	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15th	http://fastweb.inel.gov
14	Reporting of Inventions	Section H NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
15	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment H	10th Calendar Day of the Month As Required	Electronic Format/COR & Code 240
16	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
17	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
18	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
19	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
20	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
21	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	http://netsdata.grc.nasa.gov/
22	Service Contract Reporting	Section I FAR 52.204-14 and FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	www.sam.gov

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
23	Quality Assurance Plan	Section E FAR 52.246-11	30 Days after Contract Effective Date	Electronic Format/CO
24	Qualified Replacement Personnel	SOW 4.4.1	15 Days of Vacancy As Required	Electronic Format/CO & COR
25	Federal Activities Inventory Reform Act (FAIR) Reporting	SOW 10.2.2	30 Days after Contract Effective Date & Monthly As Required	Electronic Format/CO & COR

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 2 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 3-26, unless specified (electronic format, etc.), 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 clause)

B.3 ESTIMATED COST AND FIXED FEE.

(a) The estimated cost of this contract is ___$*TBP for the Core Requirement identified in the Statement of Work. The fixed fee is ___$TBP for the Core Requirement identified in the Statement of Work. The Total estimated cost and fixed fee is $TBP for the core requirement identified in the Statement of Work.

(b) The estimated cost of this contract is $ [to be negotiated by Task Order] for the IDIQ Requirement. The fixed fee is $[to be negotiated by Task Order] for the IDIQ Requirement. The Total estimated cost and fixed fee is $[to be negotiated by Task Order] for the IDIQ requirement.

*TBP=To Be Proposed

(End of clause)

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

Core Requirement Funding:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for the Core Requirements is __$TBD . This allotment is for all items and services identified in Clause B.1 – SUPPLIES AND/OR SERVICES TO BE PROVIDED related to the Core Requirement and covers the following estimated period of performance: TBD.

(b) An additional amount of ___$TBD___ is obligated under this contract for the Core Requirements for the payment of fee.

IDIQ Task Order Requirement Funding:

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract for the IDIQ Task Order Requirements is ____$TBD___. This allotment is for all items and services identified in Clause B.1 – SUPPLIES AND/OR SERVICES TO BE PROVIDED related to the IDIQ Requirements and covers the following estimated period of performance: TBD.

(b) An additional amount of ____$TBD____ is obligated under this contract for the IDIQ Task Order Requirements for the payment of fee.

(End of clause)

B.5 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)

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

(End of clause)

B.6 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $25,000.00. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $38,000,000.00. 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.

(End of clause)

B.7 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (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 Section J.1, Attachment G, 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 Section J.1, Attachment G 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.8 GSFC 52.232-94 ESTIMATED COST INCREASES (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.9 GSFC 52.217-90 OPTION TO EXTEND (SEP 2013)

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

Option	Period of Performance/Effective Ordering Period	Core Amount		IDIQ Maximum
1	Option Period 1 October 1, 2016 – September 30, 2018	Estimated Cost	$TBP	$32.4M
		Fixed Fee	$TBP	
		Total CPFF	$TBP	
2	Option Period 2 October 1, 2018 – March 31, 2020	Estimated Cost	$TBP	$11.9M
		Fixed Fee	$TBP	
		Total CPFF	$TBP	

(End of clause)

C.1 GSFC 52.211-91 SCOPE OF WORK (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 in accordance with the Statement of Work, Attachment A; Quality Assurance Plan, Attachment C; and task orders issued hereunder.

(End of clause)

C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (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)

C.3 GSFC 52.235-92 REPORTS OF WORK (CORE/IDIQ) (AUG 2013)

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering Core Services and all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under the Core Services and each Task Order for the month being reported. The Core and each individual Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.

(b) Final Report. The Contractor shall submit a final report for the Core Services and each completed Task Order that summarizes the results of the entire Core contract and each individual Task Order, including recommendations and conclusions based on the experience and results obtained. The final reports should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved. The final Task Order report shall also include the final incurred cost for that Task Order.

(c) Submission. The Contractor shall submit the report required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	210.I
1	M,F	Contracting Officer's Representative (COR)	830
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

(d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the Core contract or a Task Order is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order and the final report for the Core Services shall be submitted within 30 days after Core completion.

(End of clause)

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

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

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may—
(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may—
(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
(2) Terminate the contract for default.

(End of clause)

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

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

1. ANSI/ISO/ASQ Q9001-2000 Quality Management System (QMS) requirements as documented on-line in the GSFC QMS system
http://gsfcmanagementsystem.gsfc.nasa.gov/fundamentals.cfm).

2. Aerospace Standard AS9110, Quality Maintenance Systems Aerospace, Requirements for Maintenance Organizations

3. Quality Assurance Plan as identified in Section J.1, Attachment C.

(End of clause)

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

The Contracting Officer or authorized representative will accomplish acceptance at the Goddard Space Flight Center/ Wallops Flight 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)

E.4 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (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.5 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUGUST 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in an original copy and sufficient other copies to accomplish the following distribution:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.
(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement **1846.6**. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

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

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

Services Rendered
Reports/Documentation

(End of clause)

F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F

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

(End of text)

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

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

(a) The term "f.o.b. destination," as used in this clause, means—

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

F.4 GSFC 52.247-94 SHIPPING INSTRUCTIONS-CENTRAL RECEIVING (NOV 2012)

Shipments of the items required under this contract shall be to:

NASA Goddard Space Flight Center
Wallops Flight Facility
Receiving Office, Mail Code 233, Building F-19
Wallops Island, VA 23337

Marked for:

Technical Officer Dennis Rieke Code 830
Building N-159 Room 230
Contract No. TBD
Item(s) No.

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

Note: This clause only applies to Core requirements.

(End of clause)

F.5 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD

The Core services base period of performance of this contract shall be from the contract effective date of ____TBD____ through September 30, 2016.
In accordance with clause B.9 "Option to Extend" and clause I.35 "Option to Extend the Term of the Contract" the period of performance may be extended by up to 42 months. The total duration of this contract, including the exercise of any options, shall not exceed five (5) years.

The effective ordering period of the IDIQ portion of this contract shall coincide with the core services period of performance.

(End of text)

F.6 GSFC 52.237-92 PLACE OF PERFORMANCE–SERVICES (NOV 2013)

The services specified by this contact shall be performed at the following location(s):

Core Services: GSFC/Wallops Flight Facility (WFF), Wallops Island, VA

IDIQ Services: WFF and at alternate locations (global) for missions and campaigns shall be specified in Indefinite Delivery Indefinite Quantity (IDIQ) Task Orders

(End of text)

G.1 1852.242-70 TECHNICAL DIRECTION (SEPTEMBER 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
(1) Constitutes an assignment of additional work outside the statement of work;
(2) Constitutes a change as defined in the changes clause;
(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
(4) Changes any of the expressed terms, conditions, or specifications of the contract; or
(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
(c) All technical direction shall be issued in writing by the COR.

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

(1) Rescinded in its entirety; or
(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of clause)

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

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

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

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.4 1852.245–70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JANUARY 2011)

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

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

(i) Justify the need for the property;

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

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

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

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

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

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

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

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

(End of clause)

G.5 1852.245–71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JANUARY 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 Attachment F: Installation Accountable Government Property.

(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.

_x_ (4) Supplies from stores stock.

__x__ (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 and Motor Pool.

__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.

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

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

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

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

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

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:
[Offerors insert your cognizant DCAA office and mailing address for submission of cost vouchers]

(2) Reserved

(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 the address specified in paragraph (b)(1). 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 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

(1) Item Description.
(2) Unique Identification Number (License Tag).
(3) Unit Price.
(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.
(2) Item condition.

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

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

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

(End of clause)

G.8 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

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

(1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

(2) Alters physical inventory timing or procedures;

(3) Alters recordkeeping practices;

(4) Alters practices for recording the transport or delivery of Government property; or

(5) Alters practices for disposition of Government property.

(End of clause)

G.9 1852.245–78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JANUARY 2011)

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

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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

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

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

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

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

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

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

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

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

(2) Include additional supporting reports of—

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

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

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

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

(End of clause)

G.10 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (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 Section J.1, Attachment D Financial Reporting- 533 Instructions 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.I
E-Mail: bernard.j.pagliaro@nasa.gov

Contract Specialist, Code 210.I
E-Mail: alisha.m.willis@nasa.gov

Contracting Officer's Technical Representative, Code 830
E-Mail: dennis.r.rieke@nasa.gov

Resources Analyst, Code 830
E-Mail: karalyn.j.springle@nasa.gov

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

(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.11 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (NOV 2013)

(a) Authorized users. The installation-accountable Government property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279, or to the Wallops WICC Help Desk, Code 200.C, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided

vehicles and will confirm that the Contractor employee has a valid State driver's license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

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

(End of clause)

G.12 RESERVED

G.13 GSFC 52.245-94 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (DEC 2007)

(a) The Contractor shall ensure that flight qualified assemblies and parts that are residual inventory under this contract are properly stored in a secure area that is certified for electrostatic discharge (ESD) handling. The parts shall be handled in accordance with electrostatic discharge (ESD) standards and procedures. The Contractor shall also maintain a system to ensure that the associated heritage, test, and qualification documentation is available and traceable to such individual items of inventory.

(b) In accordance with the "Physical inventory" required in FAR clause 52.245-1(f)(iv), the Contractor shall identify any hardware, components or parts suitable for space flight or at any time such inventory is excess to the needs of this contract.

(c) Compliance with this clause is required until:
(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.6 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or
(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.
(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection clause of this contract has expired.
(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

(e) When flight qualified inventory is no longer subject to this clause because of (c)(1), (c)(2) or (c)(3) of this clause, the designated flight qualified inventory item(s), shall subsequently be managed no more stringently than other government property in accordance with FAR 52.245-1.

(End of clause)

G.14 RESERVED

G.15 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (SEP 2013)

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

Contracting Officer, Code 210

(End of text)

G.16 RESERVED

G.17 RESERVED

H.1 CLAUSES INCORPORATED BY REFERENCE – SECTION H

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

H.2 1852.208-81 RESTRICTION ON PRINTING AND DUPLICATING (OCT 2002)

H.3 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

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

H.5 RESERVED

H.6 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.7 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)

H.8 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) -- ALTERNATE II (OCT 2000)

H.9 1852.225-70 EXPORT LICENSES (FEBRUARY 2000)

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

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Goddard Space Flight Center's Wallops Flight Facility, 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.10 1852.228-70 AIRCRAFT GROUND AND FLIGHT RISK (OCT 1996)

(a) Notwithstanding any other provisions of this contract, except as may be specifically provided in the Schedule as an exception to this clause, the Government, subject to the definitions and limitations of this clause, assumes the risk of damage to, or loss or destruction of, aircraft in the open, during operation, or in flight and agrees that the Contractor shall not be liable to the Government for any such damage, loss, or destruction.

(b) For the purposes of this clause, the following definitions apply:

(1) Unless otherwise specifically provided in the Schedule, "aircraft" includes--

(i) Aircraft (including both complete aircraft and aircraft in the course of being manufactured, disassembled, or reassembled; provided that an engine, wing, or a portion of a wing is attached to the fuselage) to be furnished to the Government under this contract (whether before or after Government acceptance); and

(ii) Aircraft (regardless of whether in a state of disassembly or reassembly) furnished by the

Government to the Contractor under this contract, including all property installed in, being installed in, or temporarily removed from them, unless the aircraft and property are covered by a separate bailment agreement.

(2) **"In the open"** means located wholly outside of buildings on the Contractor's premises, or at such other places as may be described in the Schedule as being in the open for the purposes of this clause, except that aircraft furnished by the Government are considered to be in the open at all times while in the Contractor's possession, care, custody, or control.

(3) **"Flight"** includes any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) With respect to land-based aircraft, flight commences with the taxi roll from a flight line on the Contractor's premises and continues until the aircraft has completed the taxi roll in returning to a flight line on the Contractor's premises.

(ii) With respect to seaplanes, flight commences with the launching from a ramp on the Contractor's premises and continues until the aircraft has completed its landing run upon return and is beached at a ramp on the Contractor's premises.

(iii) With respect to helicopters, flight commences upon engagement of the rotors for the purpose of take-off from the Contractor's premises and continues until the aircraft has returned to the ground on the Contractor's premises and the rotors are disengaged.

(iv) With respect to vertical take-off aircraft, flight commences upon disengagement from any launching platform or device on the Contractor's premises and continues until the aircraft has been re-engaged to any launching platform or device on the Contractor's premises; provided, however, that aircraft off the Contractor's premises shall be deemed to be in flight when on the ground or water only during periods of reasonable duration following emergency landing, other landings made in the performance of this contract, or landings approved by the Contracting Officer in writing.

(4) **"Contractor's premises"** means those premises designated as such in the Schedule or in writing by the Contracting Officer, and any other place to which aircraft are moved for the purpose of safeguarding the aircraft.

(5) **"Operation"** means operations and tests, other than on any production line, of aircraft not in flight, whether or not the aircraft is in the open or in motion. It includes operations and tests of equipment, accessories, and power plants only when installed in aircraft.

(6) **"Flight crew members"** means the pilot, copilot, and, unless otherwise specifically provided in the Schedule, the flight engineer and navigator when required or assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(7) **"Contractor's managerial personnel"** means the Contractor's directors, officers, and any managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Contractor's business or of the Contractor's operations at any one plant, a separate location at which this contract is performed, or a separate and complete major industrial operation in connection with the performance of this contract.

(c) (1) The Government's assumption of risk under this clause, as to aircraft in the open, shall continue in effect unless terminated pursuant to paragraph (c)(3) of this clause. If the Contracting Officer finds that an aircraft is in the open under unreasonable conditions, the Contracting Officer shall notify the Contractor in writing of the conditions found to be unreasonable and require the Contractor to correct them within a reasonable time.

(2) Upon receipt of this notice, the Contractor shall act promptly to correct these conditions, regardless of whether it agrees that they are in fact unreasonable. To the extent that the Contracting Officer may later determine that they were not in fact unreasonable, an equitable adjustment shall be made in the contract price to compensate the Contractor for any additional costs incurred in correcting them, and the contract shall be modified in writing accordingly.

(3) (i) If the Contracting Officer finds that the Contractor has failed to act promptly to correct unreasonable conditions or has failed to correct them within a reasonable time, the Contracting Officer may by written notice terminate the Government's assumption of risk under this clause for any aircraft which is in the open under those conditions. This termination shall be effective at 12:01 A.M. on the 15th day following the day of receipt by the Contractor of the notice.

(ii) If the Contracting Officer later determines that the Contractor acted promptly to correct the conditions or that the time taken by the Contractor was not in fact unreasonable, an equitable adjustment

shall, notwithstanding paragraph (g) of this clause, be made to compensate the Contractor for any additional costs incurred as a result of the termination, and the contract shall be modified in writing accordingly.

(4) If the Government's assumption of risk under this clause is terminated in accordance with paragraph (c)(3) of this clause, the risk of loss with respect to Government-furnished property shall be determined in accordance with the Government property clause of this contract, if any, until the Government's assumption of risk is reinstated in accordance with paragraph (c)(5) of this clause.

(5) (i) When unreasonable conditions have been corrected, the Contractor shall promptly notify the Government. The Government may or may not elect to reassume the risks and relieve the Contractor of liabilities as provided in this clause, and the Contracting Officer shall notify the Contractor of the Government's election.

(ii) If, after correction of the conditions, the Government elects to reassume the risks and relieve the Contractor of liabilities, the Contractor shall be entitled to an equitable adjustment for any costs of insurance extending from the end of the third working day after the Contractor notifies the Government of the correction until the Government notifies the Contractor of that election.

(iii) If the Government elects not to reassume the risks and the conditions have in fact been corrected, the Contractor shall be entitled to an equitable adjustment for any costs of insurance extending after the third working day referred to in paragraph (c)(5)(ii) of this clause.

(d) The Government's assumption of risk shall not extend to damage to, or loss or destruction of aircraft --

(1) Resulting from failure of the Contractor, due to willful misconduct or lack of good faith of any of the Contractor's managerial personnel, to maintain and administer a program for protecting and preserving aircraft in the open and during operation, in accordance with sound industrial practice;

(2) Sustained during flight if the flight crew members conducting the flight have not been approved in writing by the Contracting Officer;

(3) While in the course of transportation by rail or by conveyance on public streets, highways, or waterways, except for Government-furnished property;

(4) the extent that the damage, loss, or destruction is in fact covered by insurance;

(5) Consisting of wear and tear, deterioration (including rust and corrosion), freezing, or mechanical, structural, or electrical breakdown or failure, unless this damage is the result of other loss, damage, or destruction covered by this clause (except that, in the case of Government- furnished property, if the damage consists of reasonable wear and tear or deterioration or results from an inherent defect in such property, this exclusion shall not apply); or

(6) Sustained while the aircraft is being worked upon and directly resulting from the work, including but not limited to any repairing, adjusting, servicing, or maintenance operation, unless the damage, loss, or destruction is of a type that would be covered by insurance that would customarily have been maintained by the Contractor at the time of the damage, loss, or destruction, but for the Government's assumption of risk under this clause.

(e) (1) With the exception of damage to, or loss or destruction of, aircraft in flight, the Government's assumption of risk under this clause shall not extend to the first $1,000 of loss or damage resulting from each separately occurring event. The Contractor assumes the risk of and shall be responsible for the first $1,000 of loss of or damage to aircraft in the open or during operation resulting from each separately occurring event, except for reasonable wear and tear and except to the extent the loss or damage is caused by negligence of Government personnel.

(2) If the Government elects to require that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage, the equitable adjustment in the price authorized by paragraph (i) of this clause shall not include the dollar amount of the risk assumed by the Contractor under this paragraph (e). If the Government does not elect repair or replacement, the Contractor agrees to credit the contract price or pay the Government $1,000 (or the amount of the loss if smaller) as directed by the Contracting Officer.

(f) No subcontractor may be relieved from liability for damage to, or loss or destruction of, aircraft while in its possession or control, except to the extent that the subcontract, with the Contracting Officer's prior written approval, provides for relief of the subcontractor from that liability. In the absence of such approval, the subcontract shall require the return of the aircraft in as good condition as when received, except for reasonable wear and tear or for the utilization of the property in accordance with the provisions of this contract. If a subcontractor has not been relieved from liability and any damage, loss, or destruction

occurs, the Contractor shall enforce the liability of the subcontractor for that damage to, or loss or destruction of, the aircraft for the benefit of the Government.

(g) The Contractor warrants that the contract price does not and will not include, except as this clause may otherwise authorize, any charge or contingency reserve for insurance (including self-insurance funds or reserves) covering any damage to, or loss or destruction of, aircraft while in the open, during operation, or in flight, the risk of which has been assumed by the Government under this clause, whether or not such assumption may be terminated as to aircraft in the open.

(h) (1) In the event of damage to, or loss or destruction of, aircraft in the open, during operation, or in flight, the Contractor shall take all reasonable steps to protect the aircraft from further damage, separate damaged and undamaged aircraft, and put all aircraft in the best possible order. Further, except in cases covered by paragraph (e) of this clause, the Contractor should furnish to the Contracting Officer a statement of--

(i) The damaged, lost, or destroyed aircraft;
(ii) The time and origin of the damage, loss, or destruction;
(iii) All known interests in commingled property of which aircraft are a part; and
(iv) Any insurance covering any part of the interest in the commingled property.

(2) Except in cases covered by paragraph (e) of this clause, an equitable adjustment shall be made in the amount due under this contract for expenditures made by the Contractor in performing its obligations under this paragraph (h), and this contract shall be modified in writing accordingly.

(i) (1) If, before delivery and acceptance by the Government, any aircraft is damaged, lost, or destroyed and the Government has under this clause assumed the risk of that damage, loss, or destruction, the Government shall either (i) require that the aircraft be replaced or restored by the Contractor to its condition immediately prior to the damage or (ii) terminate this contract with respect to that aircraft.

(2) If the Government requires that the aircraft be replaced or restored, an equitable adjustment shall be made in the amount due under this contract and in the time required for its performance, and the contract shall be modified in writing accordingly.

(3) If this contract is terminated under this paragraph (i)(1)(ii) with respect to the aircraft, and under this clause the Government has assumed the risk of the damage, loss, or destruction, the Contractor shall be paid the contract price for the aircraft (or, if applicable, any work to be performed on the aircraft) less any amounts the Contracting Officer determines (i) that it would have cost the Contractor to complete the aircraft (or any work to be performed on it), together with any anticipated profit on the uncompleted work and (ii) to be the value, if any, of the damaged aircraft or any remaining portion of it retained by the Contractor. The Contracting Officer shall have the right to prescribe the manner of disposition of the damaged, lost, or destroyed aircraft or any remaining parts of it, and, if the Contractor incurs additional costs as a result of such disposition, a further equitable adjustment shall be made in the amount due to the Contractor.

(j) (1) If the Contractor is at any time reimbursed or compensated by any third person for any damage, loss, or destruction of any aircraft, the risk of which has been assumed by the Government under this clause and for which the Contractor has been compensated by the Government, it shall equitably reimburse the Government.

(2) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any such damage, loss, or destruction and, upon the request of the Contracting Officer, shall at the Government's expense furnish to the Government all reasonable assistance and cooperation (including the prosecution of suits and the execution of instruments of assignment or subrogation in favor of the Government) in obtaining recovery.

(End of clause)

H.11 1852.228-71 AIRCRAFT FLIGHT RISKS (DECEMBER 1988)

(a) Notwithstanding any other provision of this contract (particularly paragraph (g) of the Government Property (Cost- Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause and paragraph (c) of the Insurance--Liability to Third Persons clause), the Contractor shall not (1) be relieved of liability for damage to, or loss or destruction of, aircraft sustained during flight or (2) be reimbursed for liabilities to third persons for loss of or damage to property or for death or bodily injury caused by aircraft during flight, unless the flight crew members have previously been approved in writing by the Contracting Officer.

(b) For the purposes of this clause --

(1) Unless otherwise specifically provided in the Schedule, **"aircraft"** includes any aircraft, whether furnished by the Contractor under this contract (either before or after Government acceptance) or furnished by the Government to the Contractor under this contract, including all Government property placed or installed or attached to the aircraft, unless the aircraft and property are covered by a separate bailment agreement.

(2) **"Flight"** includes any flight demonstration, flight test, taxi test, or other flight made in the performance of this contract, or for the purpose of safeguarding the aircraft, or previously approved in writing by the Contracting Officer.

(i) With respect to land-based aircraft, flight commences with the taxi roll from a flight line and continues until the aircraft has completed the taxi roll to a flight line.

(ii) With respect to sea-planes, flight commences with the launching from a ramp and continues until the aircraft has completed its landing run and is beached at a ramp.

(iii) With respect to helicopters, flight commences upon engagement of the rotors for the purpose of take-off and continues until the aircraft has returned to the ground and rotors are disengaged.

(iv) With respect to vertical take-off aircraft, flight commences upon disengagement from any launching platform or device and continues until the aircraft has been re-engaged to any launching platform or device.

(3) **"Flight crew members"** means the pilot, copilot, and, unless otherwise specifically provided in the Schedule, the flight engineer and navigator when required or assigned to their respective crew positions to conduct any flight on behalf of the Contractor.

(c) (1) If any aircraft is damaged, lost, or destroyed during flight and the amount of the damage, loss, or destruction exceeds $100,000 or 20 percent of the estimated cost, exclusive of any fee, of this contract, whichever is less, and if the Contractor is not liable for the damage, loss, or destruction under the Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) clause of this contract or under paragraph (a) of this clause, an equitable adjustment for any resulting repair, restoration, or replacement required under this contract shall be made (i) in the estimated cost, the delivery schedule, or both and (ii) in the amount of any fee to be paid to the Contractor, and the contract shall be modified in writing accordingly.

(2) In determining the amount of adjustment in the fee that is equitable, any fault of the Contractor, its employees, or any subcontractor that materially contributed to the damage, loss, or destruction shall be taken into consideration.

(End of clause)

H.12 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (APR 2013)

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

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

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

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

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

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

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

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

(End of clause)

H.13 GSFC 52.211-95 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, "Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures" for permanent PIV card issuance procedures.
(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer's Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.
(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

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

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

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

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

(End of clause)

H.14 GSFC 52.223-91 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (NOV 2013)

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

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

(b) Submit a monthly safety and health report using NASA Incident Reporting Information System (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 Roland.Wescott-1@nasa.gov.

(End of clause)

H.15 GSFC 52.223-92 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (NOV 2009)

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

(End of clause)

H.16 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (GSFC 52.227-93) (MAR 2008)

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

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

(End of clause)

H.17 RIGHTS IN DATA (GSFC 52.227-99) (MAR 2008)

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

(End of clause)

H.18 GSFC 52.242-91 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (AUG 2013)

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.

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 I, CONTRACT HISTORICAL DATA, of the contract.

(End of clause)

H.19 REPORT OF NASA-GSFC VEHICLES (GSFC 52.251-90) (JUL 2006)

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

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

(End of Clause)

H.20 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

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

(End of text)

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

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

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

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

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

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

(End of clause)

H.22 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JULY 1997)

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

Title	Office Code	Address (including zip code)
New Technology Representative	Code 504	Code 504, NASA Goddard Space Flight Center
Patent Representative	Code 140.1	Code 140.1, NASA Goddard Space Flight Center

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

(End of clause)

H.23 RESERVED

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

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

For Federal Acquisition Regulation (FAR) clauses, see
https://www.acquisition.gov/far/index.html

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

(End of clause)

I.2 52.202-1 DEFINITIONS (NOV 2013)

I.3 52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

I.11 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

This contract is subject to the written approval of the GSFC Procurement Officer and shall not be binding

until so approved.

(End of clause)

I.12 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.13 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.14 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

I.15 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

I.16 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

I.17 52.211-5 MATERIALS REQUIREMENTS (AUG 2000)

I.18 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)

I.19 RESERVED

I.20 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I.21 RESERVED

I.22 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)

I.23 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

I.24 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

I.25 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

I.26 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

I.27 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

I.30 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

a) Invoicing.
(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
(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. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

I.32 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the ordering period specified in Clause F.5, PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD.

(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.33 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than __$5,000.00____ , the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of ____$20,000,000.00_____ *;* or

(3) A series of orders from the same ordering office within ___30_____ days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

((d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _6_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.34 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

I.35 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within _15 Days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least __30_ days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ____5 Years_ .

(End of clause)

I.36 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

I.37 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

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

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

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

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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

1.41 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)

I.42 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)

I.43 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.44 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.45 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

I.46 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

I.47 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.48 52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

I.49 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.50 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

I.51 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

LABOR CATEGORIES	Hourly Rates*	Grade/Step
General Schedule (GS) Positions		
Accountant	$27.78	GS-11/1
Personnel Clerk	$13.55	GS-04/1
Personnel Clerk	$15.15	GS-05/1
Payroll Clerk	$16.80	GS-06/1
Purchasing Agent	$15.15	GS-05/1
Procurement Clerk	$16.80	GS-06/1
Facility Management Specialist	$18.77	GS-07/1
General Equipment Mechanic	$21.03	WG-10/1
Guard	$13.55	GS-04/1
Guard	$15.15	GS-05/1

Machinist	$21.03	WG-10/1
Secretary	$15.15	GS-05/1
Secretary	$16.80	GS-06/1
Engineering Technician	$15.15	GS-05/1
Engineering Technician	$18.77	GS-07/1
Engineering Technician	$22.96	GS-09/1
Engineering Technician	$27.78	GS-11/1
Computer Specialist	$27.78	GS-11/1

* 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:

Annual Leave Accrual Rates

Employee Type	***Less than 3 years of service ****	***3 years but less than 15 years of service ****	***15 or more years of service ****
Full-time employees	½ day (4 hours) for each pay period	¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in last pay period	1 day (8 hours) for each pay period
Part-time employees	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status

3. Sick leave:

Sick Leave Accrual

Description	**Time**
Full-time employees	1/2 day (4 hours) for each biweekly pay period
Part-time employees	1 hour for each 20 hours in a pay status

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

5. Retirement at 7 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.

6. Medicare at 1.45 percent of basic hourly rates for 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 $117,000.

(End of clause)

I.52 RESERVED

I.53 RESERVED

I.54 RESERVED

I.55 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.56 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY

2011)-- ALTERNATE I (MAY 2011) -- ALTERNATE II (MAY 2011)

I.57 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.58 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.59 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
I.60 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

I.61 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.62 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)

I.63 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.64 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

I.65 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.66 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.67 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007)—ALTERNATE II (DEC 2007) and ALTERNATE III (DEC 2007) and ALTERNATE IV (DEC 2007) as modified by NASA FAR Supplement 1852.227-14

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

"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) *Copyright*

(1) *Data first produced in the performance of the contract.* Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

(2) *Data not first produced in the performance of this contract.* The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor-

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) *Removal of copyright notices.* The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) *Release, publication, and use of data.* The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-

(1) As prohibited by Federal law or regulation (*e.g.*, export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may-

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall-

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

(vi) or any other legitimate government use

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

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If

delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be-

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

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer and other legitimate government use.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting

Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) *Relationship to patents or other rights.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.68 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

I.69 RESERVED

I.70 52.232-17 INTEREST (OCT 2010)

I.71 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.72 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.73 52.232-25 PROMPT PAYMENT (JUL 2013) – ALTERNATE I (FEB 2002)

I.74 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.75 52.233-1 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)

I.76 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

I.77 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.78 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

I.79 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.80 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.81 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

I.82 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

I.83 52.242-13 BANKRUPTCY (JUL 1995)

I.84 52.243-2 CHANGES - COST-REIMBURSEMENT- ALTERNATE II (APR 1984)

I.85 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.86 52.245-9 USE AND CHARGES (APR 2012)

I.87 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

I.88 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the GSFC/WFF and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the GSFC/WFF; and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. ___TBD___. This may be confirmed by contacting GSFC/WFF; NASA GSFC Wallops Flight Facility, Attn: Code 210.W/AMOC Contracting Officer, Bldg. E105, Wallops Island, VA 23337

(End Clause)

I.89 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.90 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

I.91 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
paragraph (c) NASA GSFC Wallops Flight Facility, Receiving Officer, Building F-19, Wallops Island, VA 23337, Contract Number: TBD, Attn: Code 210.W/AMOC Contracting Officer

I.92 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

I.93 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.94 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

I.95 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)

I.96 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)

I.97 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEPTEMBER 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, **Attachment K**.

(End of clause)

I.98 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

I.99 1852.215-84 OMBUDSMAN (NOV 2011) ALT I (JUN 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and 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.100 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 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 __15__ calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within _5___ calendar day 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.101 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)

I.102 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 2009)

I.103 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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

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

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

(End of clause)

I.104 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

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

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

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

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

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an 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 information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

I.105 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)

I.106 1837.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

I.107 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

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

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

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

Mark the title page with the following legend:

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

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds

exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

I.108 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.109 1852.243-71 SHARED SAVINGS (MAR 1997)

I.110 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (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 consist of two segments—

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of clause)

I.111 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

I.112 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

I.113 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (DEC 2007)
AS MODIFIED BY NFS 1852.227-11 - paragraph (j) Communications. Communications and information submissions required by this clause shall be made to the individuals identified in NFS clause 1852.227-72, Designation of New Technology Representative and Patent Representative.

I.114 1852.228-75 MINIMUM INSURANCE COVERAGE (OCTOBER 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.115 52.244-2 SUBCONTRACTS (OCT 2010)
paragraph (d) - professional and consultant costs as defined in far 31.205-33 and paragraph (j) - none.

I.116 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEPT 2013)

I.117 RESERVED

I.118 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)

I.119 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

I.120 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
paragraph (b)(3) Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.

I.121 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

I.122 52.210-1 MARKET RESEARCH (APR 2011)I.123 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

I.123 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)

I.124 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

I.125 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

I.126 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) AS MODIFIED BY NFS 1852.227-17

I.127 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.128 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

I.129 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTOR (DEC 2013)

I.130 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.131 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

I.132 52.248-1 VALUE ENGINEERING (OCT 2010)

I.133 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

I.134 1852.236-73 HURRICANE PLAN (DEC 1988)

I.135 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.136 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

(End of Section I)

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

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

	Attachment Title	Date	Number of Pages
A	Aircraft Maintenance and Operations Contract Statement of Work (SOW)	04/04/14	98
B	Wage Determination – Collective Bargaining Agreement (CBA) Rates	03/14/14	32
B.1	Wage Determination	03/07/14	10
C	Quality Assurance Plan	TBS 30 DACED	TBP
D	Financial Reporting-533 Instructions	04/14/14	5
E	RESERVED		
F	Installation Accountable Government Property (IAGP)	03/14/14	21
G	IDIQ Direct Labor Rates, Indirect Rates, Fixed Fee & Position Qualifications Matrices	TBP	TBP
H	Personal Identity Verification Issuance Procedures (PIV) Instructions	03/13/14	5
I	Contract Historical Data	Within 30 days of CO's written requests	TBP
J	Safety and Health Plan	TBP	TBP
K	DD 254 Contract Security Classification Specification (DD254)	04/02/14	3
L	IT Security Management Plan	TBS 30 DACED	TBP
M	Organizational Conflicts of Interest (OCI) Avoidance Plan	TBS 30 DACED	TBP
N	IT Security Applicable Documents List	03/27/14	4

TBP = To Be Proposed
TBS = To Be Submitted
DACED = Days After Contract Effective Date

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 488190, Other Support Activities for Air Transportation

(2) The small business size standard is ___$30M .

(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 $79,507, the provision with its Alternate II applies.

(D) If the acquisition value is $79,507 or more but is less than $100,000, the provision with its Alternate III applies.

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

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

__ (A) Basic.

__ (B) Alternate I.

_X (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)

K.2 52.209-7 INFORMATION REGARDING REPSONSIBILITY MATTERS (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 proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

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

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

(End of provision)

K.4 1852.225-73 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA(JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

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

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

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

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

(b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA's Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China. By submitting an offer in response 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 (d) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved may be provided under the contract. The Contracting Officer will advise the Offeror if any items are not approved and may provide the Offeror an opportunity to revise its proposal.

(End of provision)

K.5 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

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

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

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

(b) The offeror represents that

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

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

(End of provision)

K.6 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS. (DEVIATION FEB 2012)

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

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

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.7 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

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

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

(End of provision)

L.1 PROVISIONS INCORPORATED BY REFERENCE – SECTION L

Provisions(s) L.2 through L.9 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the address contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference.

L.2 52.204-7 SYSTEM FOR AWARD MANAGMENT (JUL 2013)

L.3 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L.4 52.214-35 SUBMISSION OF OFFERS IN U.S.CURRENCY (APR 1991)

L.5 52.215-1 INSTRUCTION TO OFFERORS – COMPETITIVE ACQUISTION. (JAN 2004)

L.6 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

L.7 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.8 52.222-46 EVALUATIONS OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

L.9 RESERVED

L.10 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a hybrid Cost-Plus-Fixed-Fee (CPFF) contract with a Core and Indefinite Delivery Indefinite Quantity (IDIQ) contract components resulting from this solicitation.

(End of provision)

L.11 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (JAN 2014)

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

Name: Alisha Willis

E-Mail: alisha.m.willis@nasa.gov

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

(End of provision)

L.12 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

Dock Master
Goddard Space Flight Center/Wallops Flight Facility

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

Protest: NNG14446460R

Attn: Alisha Willis, Contract Specialist

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

(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.13 1852.233-70 PROTESTS TO NASA (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.14 SITE VISIT (52.237-1) (APR 1984)

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

(End of provision)

L.15 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (FEB 1998)

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

Federal Acquisition Regulation (FAR) provisions:

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

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

L.16 PREPROPOSAL/PRE-BID CONFERENCE (1852.215-77) (DEC 1988)

A pre-solicitation conference and Industry Day was held on November 19, 2013. Information from the pre-solicitation conference and Industry Day can be found online in the AMOC Procurement Library, http://procurement.nasa.gov/cgi-bin/EPS/bizops.cgi?gr=D&pin=51

(End of provision)

L.17 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (52.211-4)(JUN 1988)

Activity: NASA WFF Aircraft Maintenance and Operations Contract

Complete address of Procurement Library:

https://foiaelibrary.gsfc.nasa.gov

Person to be contacted:	Alisha Willis, Contract Specialist
E-mail Address:	alisha.m.willis@nasa.gov
Time(s) for viewing:	Available 24/7 via internet

(End of provision)

L.18 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The Offeror shall submit a detailed Safety and Occupational Health Plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements, Appendices).

The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

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

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

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

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

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

(End of provision)

L.19 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

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

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

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

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

(End of provision)

L.20 INSURANCE -- IMMUNITY FROM TORT LIABILITY (1852.228-80) (SEPTEMBER 2000)

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

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

(End of provision)

L.21 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (JAN 2014)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A and Representative Task Order. 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 a Representative Task Order (See L.23). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDER (RTO) IN RESPONSE TO THE RFP!

(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 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hardcopies and two electronic copies
III	Cost Volume	Original plus 7 Hardcopies, and one additional hardcopy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 7 Hardcopies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 15% of the proposed CORE contract value (Base plus Option periods)] shall include one (1) additional separately packaged hardcopy of their Cost Proposal, marked "NNG14446460R/NASA Proposal Evaluation Material", which the Government will forward to the cognizant Defense Contract Audit Agency (DCAA) office with their audit request.

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

(4) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Word and Excel (Windows XP) or Portable Document Format (PDF) (version 8.0 or greater). Cost proposal exhibits shall use Microsoft Excel 2003 and shall contain all formulas. 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**.** The Offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The Offeror must certify that the electronic medium is virus free.

(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. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if

appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus offeror's proposal page numbers). It is intended that this be a simple matrix that should in no way inhibit an innovative approach or burden the offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. 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.22**	**None**
Mission Suitability Volume	**II**	**L.23**	**60 Pages**
Cover Page, Indices, SOW Compliance Matrix, Total Compensation Plan, Phase-in Plan, Safety and Health Plan			**Excluded**
Cost Volume	**III**	**L.24**	**Mixed**
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment G –IDIQ)			**None**
(b) Cost Exhibits			**None**
(c) Basis of Estimates			**2 Pages per LOWEST required WBS Level ****
Past Performance Volume	**IV**	**L.25**	**Mixed**
(a) Information from the Offeror			**25 Pages ***
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			**Excluded**

*Prime Offeror and all significant subcontractors (page limitation is for the total component (prime and significant subs).
**For Core Basis of Estimates the lowest required WBS is Level 3. For IDIQ the lowest required WBS is Level 3.

(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.22 OFFER VOLUME

This must be a separate volume.

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

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

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

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

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

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

b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this

solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

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

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

(2) Contract Administration

Furnish the information listed below:

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

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

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

(3) Responsibility Information

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

(4) Government Property

Section L of this solicitation contains the provisions entitled, "List of Available Government Property" and "Government Property Management Information". These provisions require the submittal of certain information regarding the Offeror's Government property management procedures and if the Offeror intends to use any Government property that may be offered by this solicitation or if the Offeror requests

the use of Government property not identified by this solicitation. This information shall be included in this volume.

(5) Subcontractor List

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

(6) 8(a) Joint Ventures

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).

(7) 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. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, Attachment M, Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; 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 control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.
(8) Other Information to be Provided:

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

b. Prime Offerors shall identify the task order management system to be used under the contract resulting from this solicitation. The Government has available the Task Order Management System (TOMS) and the Wallops Integrated Institutional Management System (WIIMS) for use. If a different electronic task ordering system will be used to manage Task Orders under this contract, please identify.

(9) Contract Security Classification

In accordance with Attachment K, Contract Security Classification Specification (DD 254), Offerors shall possess a SECRET level facility security clearance for performance of this contract and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. If an Offeror does not have this required clearance at the time of proposal, they shall describe in detail their approach for obtaining this clearance prior to the effective date of the contract (at the end of contract phase-in, if applicable). For proposals submitted as joint ventures, the

facility clearance must be granted in the name of the joint venture and the joint venture CAGE code shall be provided.

(End of Provision)

L.23 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

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--Management Approach

The Work Breakdown Structure (WBS) contained in **Attachment E** of this solicitation shall be used to structure the Mission Suitability Proposal. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." The Mission Suitability Proposal and the Cost Proposal must follow the provided WBS.

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 the following critical **Core** (non-IDIQ) requirements of the Statement of Work (SOW) in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent problems associated with these requirements; Section 4.2/Contract Maintenance Project Manager, Section 5.0/Flight Operations and Section 6.0/Aircraft Maintenance. The offeror shall explain the approach for identifying the optimum skill mix based upon the requirements of the SOW and the approach for matching skill mix to services/functions. The offeror shall identify the most significant potential risks and provide a risk management strategy that will be utilized (to manage identified risks) during contract performance.

The offeror shall provide a written task plan addressing the Representative Task Order (RTO) included as Enclosure 1. In accordance with the Task Ordering Procedure clauses B.7 and Section I.100 of this RFP, the offeror’s task plan shall identify the technical approach in accomplishing the RTO while maintaining Core Contract functions simultaneously. The RTO task plan shall identify any Government interface(s), the flow of activities from start to completion, and any other information required to determine the adequacy and reasonableness of the offeror’s plan. The plan must be specific, detailed, and complete to

demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and problem mitigation/resolution. Any assumptions made in preparing a response to these representative tasks orders must be clearly stated.

Subfactor B-- Management Approach

The offeror shall describe its approach for efficiently managing the proposed work. The offeror shall also discuss the proposed interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated.

Describe the procedures for managing subcontracts (if any). For any subcontracted work, the offeror shall detail the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract and for ensuring the proposed distribution of work results in an efficient, integrated team.

If significant subcontractors are proposed (**DO NOT** provide for non-significant subcontractors): 1) identify their interfaces to your organizational structure; 2) provide the basis for selection of the subcontractor; 3) the benefits of these arrangements to the Government; and 4) the methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror’s approach to ensuring quality services throughout the duration of the contract and maintaining higher-level contract requirements identified in clause E.2 of this RFP. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The QAP will be incorporated into the contract as an Attachment.

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 60-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.

Note: The 60-day phase-in period will be accomplished through the issuance of a separate contract.

The offeror shall provide a complete staffing plan, to include an organization chart, which shall describe how the offeror intends to staff this effort and also describe how its staffing 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’s employ. Additionally, provide a backup plan that describes the approach that will be taken if the primary staffing approach is not successful.

Task orders will be issued in accordance with the Task Ordering Procedure clauses B.7 and Section I.100 of this RFP. Detail your process and tools 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

what management expertise its firm brings to understanding and managing multiple tasks and performance-based contracts of this magnitude.

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

Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.

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

In accordance with the Exhibits 12A and 12B: "Fringe Benefit Charts", 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 1 but should reference where the information appears in the Cost Proposal.)

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

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

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.24 GSFC 52.215-224 COST VOLUME INSTRUCTIONS (JAN 2014)

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 certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

1. Instructions

An important prerequisite for the award of the contract is the Prime Offeror 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. 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 costs.

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

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

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed15% of the proposed CORE contract value (Base plus Option periods). A proposed significant subcontractor shall complete and submit Exhibits 2-A, 2-B, 3-A, 4 through 14-B, and provide the 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 proposals for this RFP.

Offerors, including proposed significant subcontractors, 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. Offerors shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. Offerors 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 separately packaged copy of its cost proposal marked for its cognizant DCAA auditing office with its proposal 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 proposal as well as **Exhibit 15-B**. Please ensure that all contact information provided is current and correct.

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

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

2. Cost Proposal Format

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

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

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in the contract (Core and IDIQ). The supporting rationale associated with these proposed ODC expenses shall also be submitted.

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

(b) WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure (WBS) shall be used for cost proposal purposes:

WBS Level 3 - Summary of estimated cost plus fixed fee by Statement of Work. Normally the WBS Structure and numbering scheme closely mirrors the SOW structure/scheme. In this case (ROC), the WBS Level 3 is tied to specific aircraft/tail #'s. So are we going to get detailed BOEs for the effort described in the SOW (core and IDIQ requirements) for each aircraft? It seems that, since we have multiples of the same type of aircraft (e.g., the P-3s), we're going to get identical BOE's for each plane. If this is how we've done this in the past and the draft did not experience any questions in this area, then that's fine, I just want to make sure we get BOE/cost data that is geared toward how we want to evaluate them (which seemingly would be by major SOW element, e.g., Flight Ops, Maintenance, Logistics, and not by individual aircraft). (*As discussed on 3/19/14, WBS to be revised to reflect SOW Structure)

(c) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST PLUS FIXED FEE

Exhibit 1 summarizes the Prime Offeror's proposed Core Requirements total direct labor hours (Prime Offeror plus Significant Subcontractors), total estimated cost, and fixed fee, by Government Fiscal Year (GFY), for the entire potential five year period of performance (Base period plus Option periods) at WBS Level 1 (total contract) based on bid labor and bid indirect burden rates.

(d) PRIME OFFEROR REPRESENTATIVE TASK ORDERS SUMMARY OF ESTIMATED COST PLUS FIXED FEE

Exhibit 1-A summarizes the Prime Offeror's proposed Representative Task Order total direct labor hours (Prime Offeror plus Significant Subcontractors), total estimated cost, and fixed fee proposed for the Representative Task Order, at the overall RTO level, based on Attachment G –IDIQ DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES "not to exceed" rates and fees.

(e) PRIME OFFEROR CORE REQUIREMENTS ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

Exhibit 2 shows the Prime Offeror's proposed Core Requirements elements of cost and fixed fee by WBS, starting at the lowest WBS Level (WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract), by GFY, for the entire potential five year period of performance (Base period plus Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2** shall be submitted for each WBS.

(f) CORE REQUIREMENTS DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL

Exhibit 2-A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by onsite versus offsite, month, and GFY at WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract). A separately identified and labeled **Exhibit 2-A** shall be submitted for each individual GFY and WBS Level from the Prime Offeror and each individual Significant Subcontractor.

(g) SIGNIFICANT SUBCONTRACTOR ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)

Exhibit 2-B shows a Significant Subcontractor's proposed Core Requirements elements of cost by WBS, starting at WBS Level 3 and then summarizing for each higher WBS Level up to WBS Level 1 (total contract), by GFY, for the entire potential five year period of performance (Base period plus Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2-B** shall be submitted by each individual Significant Subcontractor for each WBS.

(h) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST AND FIXED FEE FOR SLIP MONTHS

Should the anticipated contract effective date of April 2015 be delayed, the Government will recalculate the Prime Offeror's proposed Core Requirements estimated cost and fixed fee for the Base Period and Option Period 2 in accordance with **Exhibit 3**, which summarizes the Prime Offeror's proposed elements of cost and fee for Slip Months 1 through 6 (May 2015 through October 2015) at WBS Level 1 (total contract).

(i) SIGNIFICANT SUBCONTRACTOR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST AND FEE FOR SLIP MONTHS

Should the anticipated contract effective date of April 2015 be delayed, the Government will recalculate the proposed Core Requirements estimated cost and fee for the Base Period and Option Period 2 in accordance with **Exhibit 3-A**, which summarizes each Significant Subcontractor's proposed elements of cost and fee for Slip Months 1 through 6 (May 2015 through October 2015) at WBS Level 1 (total contract).

(j) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for the entire potential five year period of performance (Base plus Option periods) at the lowest WBS Level only (WBS Level 3). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.

- Complexity factors utilized--all factors must be identified

- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

- Use of any established cost-estimating relationships

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

- An explanation of how all materials, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all Significant Subcontractors and shall comply with the BOE page limitations set forth in the PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

(k) SUMMARY OF INDIRECT RATES

Exhibit 4 shows the Contractor Fiscal Year to Government Fiscal Year rate conversion for Overhead, G&A, and any "Other" indirect rates that the Offeror proposes in accordance with its current accounting system. An **Exhibit 4** shall be submitted by the Prime Offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application.

(l) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)

Offerors shall complete **Exhibit 5** 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 current 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.

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

(m) INDIRECT RATE 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. **(Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the joint venture must be provided; this portion cannot be left blank.)** This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to GFY.

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 who 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. **(Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the joint venture must be provided; this portion cannot be left blank.)** This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to GFY.

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 who negotiated. If not negotiated, furnish explanation and basis of rates.

(n) CORE REQUIREMENTS OTHER SUBCONTRACTS

Offerors shall complete **Exhibit 7** summarizing the Core Requirements other efforts/activities that the Offeror proposes to subcontract out by GFY at WBS Level **3** to subcontractors that do not meet the Significant Subcontract definition in Section 1 of this provision.

(o) CORE REQUIREMENTS MATERIAL ITEMS

Offerors shall complete **Exhibit 8** detailing the proposed Core Requirements material items and costs by Government Fiscal Year at WBS Level 3.

(p) CORE REQUIREMENTS TRAVEL

Offerors shall complete **Exhibit 9** detailing the proposed Core Requirements travel costs by Government Fiscal Year at WBS Level 3.

(q) CORE REQUIREMENTS OTHER DIRECT COSTS (ODCs)

Offerors shall complete **Exhibit 10** detailing the proposed Core Requirements other direct cost items and costs by Government Fiscal Year at WBS Level 3.

(r) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibits 11** and **11-A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about February 1, 2015.

(s) CORE REQUIREMENTS SOURCE OF PERSONNEL

Exhibit 12 shows the Offeror's plans to obtain the required personnel for the Core Requirements in the first Government Fiscal Year of contract performance. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

(t) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 13 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(u) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of its 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 benefits. Two exhibits shall be submitted, **Exhibit 14-A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 14-B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(v) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 15-A** and **15-B** 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.

(w) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete **Attachment G**, **CORE/IDIQ DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**, for each Government Fiscal Year. The direct labor and indirect rates and fee percentages included in **Attachment G** are "not to exceed" bid rates/fees. During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the "**TASK ORDERING PROCEDURE**" and "**SUPPLEMENTAL TASK ORDERING PROCEDURES**" clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the IDIQ scope of work and Representative Task Order (RTO) and should range from entry level to the most senior level.

In **Attachment G**, the Prime Offeror shall propose, by Government Fiscal Year, unburdened direct labor rates for all labor categories in Section 1; all individual bid indirect rates in Section 2, clearly delineating Onsite and Offsite; and all rates or factors for Cost Estimating Relationships in Section 3. Onsite is defined as NASA Goddard Space Flight Center/ Wallops Flight Facility. Offsite is defined as the Contractor's facility. The Offeror's fee percentage(s) included in Section 4 of the matrices shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. In Section 5, the Prime Offeror shall include a fully-loaded direct labor rate matrices for each significant subcontractor. In Section 6,

provide Position Qualifications for all Offeror proposed direct labor categories specified in Section 1 and all subcontractors' proposed direct labor categories specified in Section 5.

(x) REPRESENTATIVE TASK ORDER (RTO) COSTS

Offerors shall complete the following Exhibits 16 through 16-F for the RTO ONLY.
Offerors shall use the "not to exceed" bid rates/fees in Attachment G DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES for pricing the RTOs.

Exhibit 16 shows the Prime Offeror's proposed elements of cost (direct labor, indirect costs and ODCs) and fee associated with performing each individual RTO by Government Fiscal Year at the Summary RTO Level.

Exhibit 16-A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual RTO by individual direct labor category, onsite and offsite, by month and Government Fiscal Year at the subtask level (defined as the P-3, C-23, or C-130 Missions).

Exhibit 16-B shows the Significant Subcontractor's proposed elements of cost (direct labor, indirect costs and ODCs) and fee associated with performing each individual RTO by Government Fiscal Year at the subtask level.

Exhibit 16-C summarizes the sources of personnel the Offeror proposes by RTO and Government Fiscal Year at the subtask level.

Exhibit 16-D details the proposed material items and costs by RTO and Government Fiscal Year at the subtask level.

Exhibit 16-E details the proposed travel costs by RTO and Government Fiscal Year at the subtask level.

Exhibit 16-F details the proposed other direct cost items and costs by RTO and Government Fiscal Year at the subtask level.

Offerors shall also submit a Basis of Estimate (BOE) for each of the three RTO subtasks, giving the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each RTO by the elements of cost at the subtasklevel only. BOEs shall be submitted by both the Prime Offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS.

(End of provision)

L.25 PAST PERFORMANCE VOLUME (MAR 2012)

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

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

(a) *INFORMATION FROM THE OFFEROR*

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 $400K 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. Offerors shall estimate prime contract and significant subcontract percentages and value based on its proposed Core value and an assumption that the contract will meet the Maximum Ordering Value for IDIQ requirements and performance will reflect all areas of the statement of work (offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions included in the (SOW, WBS, ect) 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 report that indicated cost/fee total of $43,500,000 after 2 years and 4 months of performance.

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

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 5 years.
- 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 17** 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 Wallops Flight Facility
Attn: Alisha Willis, Code 210.W
Bldg. E-105, Rm. 320
Wallops Island, VA 23337
Telephone: 757-824-1352
FAX: 757-824-1974

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in its proposal the written consent of its 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.26 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (JAN 2014)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

"NASA/Wallops Flight Facility
Wallops Island, VA 23337
Building F-19 — Shipping and Receiving
Solicitation Number: NNG14446460R
Attn: Alisha Willis, Contract Specialist
Building E-105, Room 320

PROPOSAL--DELIVER UNOPENED"

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

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING F-19 SHIPPING AND RECEIVING, NO LATER THAN (***OFFEROR—ENTER DATE AND TIME***)."

2. Designated Receiving Office

The designated receiving office for proposals is Building F-19 Shipping and Receiving, Wallops Flight Facility, which must be accessed from the front Gate of Wallops Flight Facility. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page**.

Building F-19 Shipping and Receiving is open from 8:00 AM to 3:30 PM, Monday through Friday, except Government holidays. Contractor personnel perform the Wallops Flight Facility receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to Building F-19 Shipping and Receiving. Wallops Flight Facility badges, escorts, etc. are required for access to Building F-19 and it is the sole responsibility of the Offeror to request access from the Contracting Officer, if needed. The Government will not be responsible for Offerors not officially requesting access from the Contracting Officer at least 7 days in advance of the date and time stated on the solicitation face page if access to Wallops Flight Facility is required for delivery of a proposal.

3. Methods of Proposal Delivery

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

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

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

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

(End of provision)

L.27 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(c) 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.28 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (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, 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: NA

(End of provision)

L.29 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)

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

Item Description	**Acquisition Date**	**Acquisition Cost**	**Quantity**	**If equipment**		
				Manufacturer	Model	Serial Number
See Attachment F - IAGP						

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

Item	**Acquisition**	**Acquisition**	**Quantity**	**If equipment**

Description	Date	Cost				
				Manufacturer	Model	Serial Number
NONE						

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

(End of provision)

L.30 LIST OF EXHIBITS AND ENCLOSURES

Exhibit	Exhibit Title	Date	Number of Pages
1	Summary of Estimated Cost Plus Fixed Fee	04/16/14	1
1-A	RTO Summary of Estimated Cost Plus Fixed Fee	04/16/14	1
2	Elements of Cost by SOW Work Breakdown Structure (WBS)	04/16/14	1
2-A	Direct Labor Hours, Direct Labor Rates and Direct Labor Costs Detail	04/16/14	1
2-B	Significant Subcontractor Elements of Cost By WBS	04/16/14	1
3	Prime Offeror Summary of Estimated Cost and Fixed Fee Slip Months	04/16/14	1
3-A	Significant Subcontractor Summary of Estimated Cost and Fixed Fee Slip Months	04/16/14	1
4	Summary of Indirect Rates	04/16/14	1
5	Summary of Recurring Other Direct Costs (ODCs)	04/16/14	1
6-A	Overhead (Composition Of Burden Pool)	04/16/14	2
6-B	General and Administrative (G&A) (Composition of Burden Pool)	04/16/14	2
7	Other Subcontracts	04/16/14	1
8	Material Items	04/16/14	1
9	Travel	04/16/14	1
10	Other Direct Costs	04/16/14	1
11-A	Phase-In Costs	04/16/14	1
11-B	Direct Labor Phase-In Costs	04/16/14	1
12	Source of Personnel Chart	04/16/14	1

13	Productive Work Year Calculation	04/16/14	1
14-A	Fringe Benefits (FB) Chart	04/16/14	1
14-B	Fringe Benefits (FB) Chart – Non-Exempt Employees	04/16/14	1
15-A	Cognizant DCAA Office Information	04/16/14	1
15-B	Cognizant Defense Contract Management Agency Office Information	04/16/14	1
16	Representative Task Plan (RTO) Summary	04/16/14	1
16-A	Direct Labor Hours, Direct Labor Rates and Direct Labor Costs Detail - RTO	04/16/14	1
16-B	Significant Subcontractor RTO Summary	04/16/14	1
16-C	RTO Source Of Personnel Chart	04/16/14	1
16-D	Material By RTO	04/16/14	1
16-E	Travel By RTO	04/16/14	1
16-F	Other Direct Costs (ODCs) by RTO	04/16/14	1
17	Past Performance Questionnaire Instructions	04/16/14	5

TBP= To Be Proposed

Enclosure	Enclosure Title	Date	Number of Pages
1	Representative Task Order (RTO)	03/13/14	2
2	Historical Flight Hours	03/14/14	8
3	Quality Assurance Surveillance Plan	04/7/14	19
4	Aircraft Maintenance and Operations Contract Phase-in SOW	03/07/14	1
5	Historical Information	03/13/14	1
6	Work Breakdown Structure (WBS)	03/27/14	1

(End of Section L)

M.1 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)

(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 provision)

M.2 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JAN 2014)

1. Source Selection

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

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

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

2. Evaluation Factors and Subfactors

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

3. Relative Order of Importance of Evaluation Factors

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

(End of provision)

M.3 GSFC 52.215-310 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 offeror's technical approach will be evaluated for its effectiveness in demonstrating a clear understanding of the requirements and the effectiveness and efficiency of the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach will also be evaluated to ensure the offeror fully understands the requirements and the inherent problems associated with the following critical Core (non-IDIQ) requirements of the Statement of Work (SOW): Section 4.2/Contract Maintenance Project Manager; Section 5.0/Flight Operations; and Section 6.0/Aircraft Maintenance. The offeror's approach to identifying the optimum skill mix based upon the requirements of the SOW and the approach for matching skill mix to services/functions, will be evaluated for efficiency and effectiveness. The Government will evaluate the appropriateness of the offeror's identification of the significant risks. The proposed risk management techniques will be evaluated for its ability to reasonably, effectively and efficiently mitigate risks.

The Government will evaluate the written task plan addressing the representative task order included as Enclosure 1 to ensure it reflects a comprehensive understanding of the task objectives, potential technical problems, risks, critical issues, and problem mitigation/resolution. The offeror's task plan, including the proposed Government interface(s) and flow of activities from start to completion, will be evaluated for the effectiveness, adequacy and reasonableness of the technical approach in accomplishing the RTO and maintaining Core Contract functions simultaneously. Any assumptions made will be assessed for reasonableness.

Subfactor B –Management Approach

The Government will evaluate the approach for effectively managing the proposed work for adequacy, effectiveness, and efficiency. The Government will evaluate the proposed interrelationships of technical management, business management, and subcontract management for adequacy, effectiveness, and reasonableness in meeting the requirements of the contract.

The Government will evaluate the reasonableness, effectiveness, and efficiency of proposed procedures for managing subcontracts (if any). This evaluation will consider the offeror's planned usage, if any, of subcontractors and the detail of the functional areas and functional split of responsibilities including the potential percentages of work to be performed. The Government will evaluate the effectiveness of the offeror's proposed approach 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.

For significant subcontractors only, the Government will evaluate the reasonableness of the identified interface to your organizational structure; the reasonableness of the basis for selection of the subcontractor; the benefits of these arrangements to the Government; and the reasonableness and effectiveness of the methods of management and reporting to GSFC of subcontractors' financial and technical plans and performance.

The offeror's written Quality Assurance Plan (QAP) will be evaluated for efficiency and effectiveness of ensuring quality services throughout the duration of the contract and maintaining higher-level contract requirements identified in clause E.2 of this RFP. The offeror's procedures for continually monitoring, surveilling, identifying and correcting deficiencies, as well as its method to determine whether performance requirements in the SOW are met, will be evaluated for efficiency and effectiveness. The offeror's QAP will be evaluated to ensure the offeror has appropriately and reasonably identified the measurements of performance as subjective or objective. The quality, quantity, and timeliness of the services to be provided, as described in the QAP, will be evaluated for adequacy, reasonableness, and effectiveness.

The Government will evaluate the offeror's phase-in approach for its effectiveness in providing continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period and for clearly

demonstrating an ability to assume full contract responsibility on the effective date of the contract. The Government will evaluate the effectiveness of the plan in maintaining on-going work and the adequacy of the proposed management organization, schedule, and orientation and training of personnel.

The Government will evaluate the adequacy of the offeror's plans for timely processing of the Personal Identify Verification (PIV) requirements. If proposed, the Government will evaluate for reasonableness of any phase-in plan assumptions and dependencies upon the incumbent contractor. If the phase-in plan assumes any dependency upon the incumbent contractor, the Government will evaluate the reasonableness and potential impact of the dependency.

The offeror's staffing plan will be evaluated for reasonableness and adequacy. The offeror's staffing plan and recruiting plan - will be evaluated for its demonstrated understanding of the skill mix, the levels of expertise, and for its distribution and effective use of the work force necessary to support this requirement. The offeror's comprehensive hiring plan will be evaluated for effectiveness and completeness. The offeror's source of personnel will be evaluated for adequacy and reasonableness for meeting the core services requirement. The offeror's approach to recruit staff not currently in the company employment will be evaluated for effectiveness and adequacy. The offeror's backup plan that describes the approach taken if the primary staffing approach was not successful will be evaluated for adequacy and effectiveness.

The Government will evaluate the adequacy and effectiveness of the offeror's process and tools for responding quickly and efficiently to requests for task plans. The Government will evaluate the plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost for accuracy, reasonableness, and efficiency. The Government will evaluate the effectiveness of the offeror's approach to managing multiple tasks and performance-based contracts of this magnitude.

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

The Government will evaluate the adequacy of the offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for its intended use. The offeror's Safety and Health Plan will also be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well-being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

2. <u>Evaluation Findings</u>

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

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

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

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

Strength (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	500
Subfactor B--Management Approach	500
Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a 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 GSFC 52.215-325 COST EVALUATION FACTOR (JAN 2014)

The proposed costs of the Core and Representative Task Order (RTO) and the rates proposed in Attachment G, Direct Labor Rates, Indirect Rates and Fee Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

Both the "proposed and probable cost" will typically reflect the Offeror's proposed fee amount. Proposed fee will be corrected to resolve mathematical 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 Core and RTO cost assessment will be presented to the Source Selection Authority, as well as any cost risk associated with the proposal.

(End of provision)

M.5 GSFC 52.215-330 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 $400K.

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. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

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

M.6 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)