

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 122	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNG13449004R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02/05/2014	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NASA/Goddard Space Flight Center Procurement Operations Division Greenbelt MD 20771		8. ADDRESS OFFER TO (if other than Item 7)			

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

SOLICITATION

9. Sealed offers in origina: and See L.12 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in REFER TO SECTION L until 1500 ED local time 03/07/2014
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jonas McNair	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Jonas.McNair-1@nasa.gov
		AREA CODE 301	NUMBER 286-8941	EXT.

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (50 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)

	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

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

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

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

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the 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	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-91 Section I NFS 1852.216-80	As Required in GSFC clause 52.216-91	Web-based Task Order Management System (TOMS)
4	Reports of Work	Section C Reports of Work Section H NFS 1852.235-73	As Required in NFS clause 1852.235-73	As specified in NFS clause 1852.235-73
5	NASA Financial Management Reports	Section G GSFC 52.242-90 Section I NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	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	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual report due by October 15 th and Final Report due after contract end and within 30 days after disposition of all property	NF 1018 Electronic Submission System (NESS)
9	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator

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

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
10	Contract Historical Data	Section G GSFC 52.242-91 Attachment L	30 Days after Contracting Officer Request	Electronic Format/CO
11	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required by NFS clause 1852.223-70 and GSFC clause 52.223-91	NASA Incident Reporting Information System (IRIS)
12	Reporting of Inventions	Section H NFS 1852.227-82 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
13	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment J	10th Calendar Day of the Month As Required by GSFC clause 52.204-99	Electronic Format/COR & Code 240
14	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR clause 52.222-26	Electronic Format/CO & Code 120
15	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS clause 1852.228-75	Electronic Format/CO
16	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required by NFS clause 1852.204-76	Electronic Format/CO
17	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
18	Service Contract Reporting	Section I FAR 52.204-15	As Required by FAR clause 52.204-15	As specified in Clause 52.204-15

(End of clause)

B.2 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)

The estimated cost of this contract is [to be negotiated by task order] exclusive of the fixed fee

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

of [to be negotiated by task order]. The total estimated cost and fixed fee is [to be negotiated by task order].

(End of clause)

B.3 1852.232-81 CONTRACT FUNDING (JUN 1990)

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

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

(End of clause)

B.4 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (GSFC 52.216-90) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$3,000,000 (inclusive of fee). The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$180M (inclusive of fee). All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

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

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

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 30% of

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

the original maximum amount.

(End of clause)

B.5 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (GSFC 52.216-91) (APR 2010)

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

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

(c) The Government and Contractor agree that the fixed fee percentage specified in **Attachment (B), Direct Labor Rates, Indirect Rates and Fixed Fee Matrices** 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.6 ESTIMATED COST INCREASES (GSFC 52.232-94) (DEC 2005)

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

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

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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)

[END OF SECTION B]

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Flight Dynamics Support Services II Statement of Work incorporated in Section J as attachment A, Quality assurance Plan (Section J, Attachment F), and task orders issued hereunder.

(End of text)

C.2 REPORTS OF WORK

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all tasks active during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems, which may impede performance and proposed corrective action, discussions of the work to be performed and any CONUS/OCONUS trips planned and/or completed during the next monthly reporting period. Trip discussions shall include a description of the following: (1) date(s) of travel; (2) destination; (3) purpose; and (4) costs of travel (i.e. airfare, per diem (hotels/meals), rental vehicles, etc.)

(b) Final Task Report. The Contractor shall submit a final task report which documents and summarizes the results of the entire task work, including recommendations and conclusions based on the experience and results obtained. The final task report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract. The final report shall also include the final incurred cost for task.

(c) Report Documentation Page. The copies provided to the Center for Aerospace Information shall have a completed Standard Form 298, Report Documentation Page, as the last page. Refer to NASA FAR Supplement clause 1852.235-73, "FINAL SCIENTIFIC AND TECHNICAL REPORTS" of this contract.

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

[M=Monthly, F=Final]

Copies	Report Type	Addressee	Mail Code
1	M, F	Contracting Officer	210.M
1	M, F	Contracting Officer Representative (COR)	595.0

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Copies	Report Type	Addressee	Mail Code
1	M, F	Task Monitor	See Task Order
2	F	Center for AeroSpace Information (CASI) Attn: Acquisitions Collections Development Specialist Parkway Center, 7121 Standard Drive, Hanover, MD 21076-1320	

(e) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the contract 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 due 5 days prior to task order end date.

(End of text)

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

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

NONE

(End of clause)

[END OF SECTION C]

SECTION D
PACKAGING AND MARKING

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

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

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

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

(End of clause)

NOTE: Class I, II, and III designations for Task Order deliverables will be specified in each individual task order at the time of task order issuance. All reports/documentation deliverables specified under Clause B.1, 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 SECTION D]

SECTION E
INSPECTION AND ACCEPTANCE

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

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

The Contractor shall comply with the higher-level quality standards selected below subject to tailoring by GSFC Projects.

- 1) ISO 9001-2008 / AS9100C Quality Management Systems Requirements Quality Management Systems Requirements as documented on-line in the GSFC QMS system <http://gsfcmanagementsystem.gsfc.nasa.gov/fundamentals.cfm>). Additional quality requirements may also be specified in individual task order authorizations. "Compliant" means that the contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.
- 2) NASA Procedural Requirement 7150.2A, NASA Software Engineering Requirements.
 - a) Per NPR 7150.2A, the Contractor shall put forth a plan for their approach to achieving Capability Maturity Model Integration® for Development (CMMI-DEV) Maturity or Capability Level 2 Rating or higher for software, or have a non-expired CMMI-DEV rating as measured by a Software Engineering Institute (SEI) authorized or certified lead appraiser as follows:
 - i) For Class B software: CMMI-DEV Maturity Level 2 Rating or higher for software or CMMI-DEV Capability Level 2 Rating or higher for software in the following Process Areas:
 - (1) Requirements Management.
 - (2) Configuration Management.
 - (3) Process and Product Quality Assurance.
 - (4) Measurement and Analysis.
 - (5) Project Planning.
 - (6) Project Monitoring and Control.
 - (7) Supplier Agreement Management (if applicable).

(End of clause)

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

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

**SECTION E
INSPECTION AND ACCEPTANCE**

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 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Deliverable Item No.	Location	Authorized Representative
1. SOW Requirements	GSFC	Contracting Officer Representative (COR), Code 595
2. Task Plans	GSFC Web-based Task Order Management System (TOMS)	Contracting Officer Representative (COR), Code 595
3. Monthly Progress Reports	See Clause C.2	See Clause C.2
4. Final Task Report	See Clause C.2	See Clause C.2
5. NASA Financial Management Reports	GSFC	Contracting Officer; Contracting Officer Representative; Task Monitor; Resource Analyst (Code 595) & Finance Office (Code 155)
6. Safety & Health Reporting	GSFC	Contracting Officer and Goddard Space Flight Center Occupational Safety and Health Division, Code 350
7. GSFC Form 24-27 (LISTS Form) & PIV Documentation	GSFC	GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer Representative (COR)
8. Equal Opportunity Reports	GSFC and Local EEOC	Contracting Officer/Local EEOC Representative

**SECTION E
INSPECTION AND ACCEPTANCE**

Deliverable Item No	Location	Authorized Representative
9. Insurance Notification	GSFC	Contracting Officer
10. IT Security Management Plan, Risk Assessment Plan, & FIPS 199 Assessment Plan	GSFC	Contracting Officer
11. Financial Report of NASA Property in the Custody of Contractors (NF 1018)	GSFC	GSFC Center Deputy Chief Financial Officer, Finance, unless submitted using the NF 1018 Electronic Submission System (NESS).
12. New Technology/Patent Reportable Items	GSFC	GSFC New Technology Representative, Code 504 and GSFC Patent Representative, Code 140.1
13. Foreign Travel Requests and Foreign Travel Reports	GSFC	Contracting Officer
14. Organizational Conflicts of Interest (OCI) Avoidance Plan	GSFC	Contracting Officer
15. Contract Historical Data	GSFC	Contracting Officer
16. Requests for Government Property	GSFC	Contracting Officer
17. Service Contract Reporting	Web-based System for Award Management (SAM) www.sam.gov	Contracting Officer

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

E.5 INSPECTION SYSTEM RECORDS (GSFC 52.246 102) (APR 2013) The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by

SECTION E
INSPECTION AND ACCEPTANCE

the contract.

(End of clause)

E.6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 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.

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

NASA FAR Supplement clause 18-52.246-72 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 paper/electronic deliverables:

- 1) Reports/documentation

(End of clause)

E.8 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause E.1 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 addresses

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contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

[END OF SECTION E]

SECTION F
DELIVERIES AND PERFORMANCE

F.1 EFFECTIVE ORDERING PERIOD-TASK ORDERS

The Government may issue task orders for a period of five (5) years from the contract effective date of **TBD**. New Task Orders shall not be issued after the expiration of the effective ordering period.

(End of text)

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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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DELIVERIES AND PERFORMANCE

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

F.3 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s): Contractor site, Goddard Space Flight Center, Greenbelt, MD, and other Government installations and facilities.

(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:

Receiving Officer
Building 35
Code 279
Goddard Space Flight Center
Greenbelt, Maryland 20771

Marked for:

Technical Officer: TBD Code
Building Room
Contract No. TBD
Item(s) No. TBD

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

SECTION F
DELIVERIES AND PERFORMANCE

prompt payment.

(End of clause)

F.5 F.O.B. DESTINATION (52.247-34) (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

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DELIVERIES AND PERFORMANCE

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)

[END OF SECTION F]

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- G.1 1852.227-84 PATENT RIGHTS CLAUS (DEC 1989)**
- G.2 1852.227-86 COMMERCIAL COMPUTER SOFTWARE - LICENSING (DEC 1987)**
- G.3 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)**
- G.4 1852.216-75 PAYMENT OF FIXED FEE. (DEC 1988)**

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

(End of clause)

G.5 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
Fax: 1-866-209-5415
Email: NSSC-AccountsPayable@nasa.gov.

(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:

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{Offerors: Please insert your appropriate DCAA mailing office address}

(2) RESERVED

(i) Copy 1 NASA Contracting Officer

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

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

NASA Shared Services Center (NSSC),
Financial Management Division (FMD) – Accounts Payable,
Bldg 1111, C. Road, Stennis Space Center, MS 39529
Fax: 1-866-209-5415

Email: NSSC-AccountsPayable@nasa.gov.

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.6 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE
AND PATENT REPRESENTATIVE (JUL 1997)**

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

New Technology Representative
Code 504, NASA Goddard Space Flight Center

Patent Representative
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

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correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any

subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

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

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clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.8 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have

title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

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

(i) Justify the need for the property;

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

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

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

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

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

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

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(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.9 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY
(JAN 2011)**

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

- (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, 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

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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.

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(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 Clause J.1 – Attachment I.

(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

 X (7) Installation service facilities: Agency Consolidated End-user Services (ACES)

 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)

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**G.10 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE
CUSTODY OF CONTRACTORS (JAN 2011)**

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the NASA Goddard Space Flight Center (GSFC) General Accounting Department, General Ledger Section,

Code 157 Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If

errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

through (3) of this clause.

(End of clause)

**G.11 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.

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

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

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

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

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

NASA Goddard Space Flight Center
Building 35, Code 279
Greenbelt, MD 20771

(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.12 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;

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- (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.13 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JANUARY 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment I of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at onsite and at other

location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

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

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

(1) The Contractor shall inventory -

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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(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

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transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

G.15 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)

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

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

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

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

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

(End of clause)

G.16 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90)(JAN 2012)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements

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(NPR) 9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

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

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

Distribution shall be as follows:

Contracting Officer, Code 210.M
E-Mail: TBD

Contracting Officer's Representative, Daniel Solomon
Code: 595
E-Mail: Daniel.L.Solomon@nasa.gov

Resources Analyst, Margaret Pavlinic
Code: 501
E-Mail: Margaret.S.Pavlinic@nasa.gov

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

Administrative Contracting Officer (if delegated)

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

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

(End of clause)

G.17 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (MAR 2011)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises

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(on-site) and at Contractor controlled and managed premises (off-site). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to on-site and to off-site locations is indicated below.

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

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

G.18 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

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

(End of clause)

[END OF SECTION G]

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)

H.3 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DECEMBER 2006)

H. 4 1852.223-70 SAFETY AND HEALTH (APR 2002)

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

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

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

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

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the

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extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

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

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

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

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

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

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

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

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute

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adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

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

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

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

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

(End of clause)

H.5 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including

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computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

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

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

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at [*insert name of NASA installation*], 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)

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**H.7 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) --
ALTERNATE II (OCT 2000)**

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

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

(End of clause)

**H.8 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING,
AND CHECKOUT PROCEDURES (GSFC 52.204-99) (SEPT 2008)**

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment J, Personal Identity

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Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment J for each offsite contract employee (prime and subcontractor) who requires 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 Technical Representative (COTR) 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 (COTR or the Contracting Officer). The COTR 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 printout 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 printout 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

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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.9 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:

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(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)

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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.10 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS
(GSFC 52.223-91) (APR 2013)

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

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(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Tel 301-356-3224 and to the Contracting Officer (CO).. 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 Hernan.Castellanos@nasa.gov

(End of clause)

**H.11 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.12 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, 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.

*Any exceptions to the default Data Rights clause under this contract is to be determined by individual task orders.

(End of clause)

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**H.13 GSFC (52.242-91) ADVANCE AGREEMENT BETWEEN THE PARTIES:
REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (MAR 2011)**

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 Section J, **Attachment L, CONTRACT HISTORICAL DATA**, of the contract.

(End of Clause)

**H.14 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFEROR**

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

(End of text)

H.15 AVOIDANCE OF ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Avoidance plan. The Organizational Conflict of Interest Avoidance Plan and its obligations are hereby incorporated in the contract by reference as Attachment H.

(b) Changes. (1) Either the Contractor or the Government may propose changes to the Organizational Conflict of Interest Avoidance Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the change into the plan by contract amendment. (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral

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change to the OCI Avoidance Plan as necessary, with the approval of the Procurement Officer, subject to Contractor appeal as provided in the Disputes clause.

(c) Violation. The Contractor shall report any violation of the Organizational Conflict of Interest Avoidance Plan, whether by its own personnel or those of the Government or other contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph, in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms “Contractor” and “Contracting Officer” shall be appropriately modified to reflect the change in parties and to preserve the Government’s rights.

(End of text)

H.16 DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

(a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved (or waived in accordance with FAR 9.503), the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes subcontractors’ actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

(b) Avoidance plan. If there is an avoidance plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, subcontractor arrangements, contractor management, ownership, ownership relationships, or modification of the work scope.

(End of text)

H.17 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clauses H.1 through H.3 at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. Clauses incorporated by reference which

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require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

H.18 CONTRACTOR PROPOSED ENHANCEMENTS

The Contractor shall provide the enhancements that are described in Attachment K. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work, Specification, and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NNG13449004R for Flight Dynamics Support Services. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in Attachment A, Statement of Work, Specification, and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of text)

[END OF SECTION H]

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I.1 CLAUSES INCORPORATED BY REFERENCE

52.202-1 DEFINITIONS (NOV 2013)

52.203-3 GRATUITIES (APR 1984)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

**52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
SEP 2006)**

52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

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

**52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
(JAN 1997)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL
TRANSACTIONS (OCT 2010)**

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

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

Paragraph (b)(3) <http://oig.nasa.gov/hotline.html>, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001.

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

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

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
(JAN 2011)**

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**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER
SUBCONTRACT AWARDS (JUL 2013)**

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

**52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-
DELIVERY CONTRACTS (JAN 2014)**

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

52.210-1 MARKET RESEARCH (APR 2011)

52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

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

52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

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

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

52.216-7 ALLOWABLE COST AND PAYMENT (JUL 2013)

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

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

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL
2013)**

The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code

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541330 assigned to contract number TBD. (*Contractor to sign and date and insert authorized signer's name and title*).

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

52.222-3 CONVICT LABOR (JUN 2003)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)

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

52.222-37 EMPLOYMENT REPORTS ON VETERANS (SEP 2010)

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

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

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

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

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

52.223-16 IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)

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

52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS

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(MAY 2011)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)

52.225-3 BUY AMERICAN ACT—FREE TRADE AGREEMENTS—ISRAELI TRADE ACT (NOV 2012)

52.225-8 DUTY FREE ENTRY (Oct 2010)

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

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS (DEC 2012)

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

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

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (DEC 2007)

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

52.227-14 RIGHTS IN DATA—GENERAL (DEC 2007)

52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

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

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

52.232-17 INTEREST (OCT 2010)

52.232-22 LIMITATION OF FUNDS (APR 1984)

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52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (JUL 2013)

**52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD
MANAGEMENT (JUL 2013)**

52.233-1 DISPUTES (JUL 2002)

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

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

**52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND
VEGETATION (APR 1984)**

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

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

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

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

52.242-13 BANKRUPTCY (JUL 1995)

**52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR
1984)**

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)

52.245-1 GOVERNMENT PROPERTY (APR 2012)

52.245-9 USE AND CHARGES (APR 2012)

52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

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52.248-1 VALUE ENGINEERING (OCT 2010)

52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

52.249-14 EXCUSABLE DELAYS (APR 1984)

**52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012) 52.253-1 COMPUTER
GENERATED FORMS (JAN 1991)**

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

1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)

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

1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)

1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)

1852.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (Short Form)

1852.227-14 RIGHTS IN DATA--GENERAL

1852.227-17 RIGHTS IN DATA--SPECIAL WORKS

1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

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

**I.2 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>.

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

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

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

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

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

(i) Past performance reviews required by subpart ~~§ 2.15~~;

(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 ~~§ 2.209-9~~ 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)

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I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

I. 4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period established in Clause F.1 of this contract.

(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

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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.5 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 \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25M

(2) Any order for a combination of items in excess of \$25M 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 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.6 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.

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(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 beyond one (1) year from the end of the contract's effective ordering period for those orders placed within the ordering period.

(End of clause)

I.7 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.8 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.

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

(End of clause)

I.9 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 Top Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment D.

(End of clause)

I.10 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES () (JANUARY 2011)

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

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

(c) Definitions.

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

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

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT

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Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

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

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

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

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

(End of clause)

I.11 1852.215-84 OMBUDSMAN (NOV 2011)

(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

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contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:

http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.12 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 fourteen (14) calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

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- (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 fixed fee among fixed 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 three (3) calendar days after receipt of the task order.

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

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

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

(End of clause)

I.13 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA

(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.

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(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.14 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.

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(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)

I.15 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.

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“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-

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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.16 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

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

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

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

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

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

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

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

(End of clause)

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**I.17 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS
SUBCONTRACTORS (AUG 2012) (DEVIATION)**

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

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of Clause)

[END OF SECTION I]

SECTION J
LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments constitute part of this contract:

ATTACHMENT	DESCRIPTION	DATE	NO. OF PAGES
A	Statement of Work	02/2014	21
B	Direct Labor Rates, Indirect Rates, and Fixed Fee Matrices	TBP	TBD
C	Financial Management Reporting Requirements	2/2014	5
D	DD Form 254, Contract Security Classification Specification	TBP	TBD
E	Safety and Health Plan	TBP	TBD
F	Quality Assurance Plan (QAP)	TBP	TBD
G	Information Technology (IT) Security Plan and Assessment Plan	30 days after contract award	TBD
H	Organizational Conflicts of Interest Avoidance Plan	30 days after contract award	TBD
I	Installation-Accountable Government Property (IAGP)	2/2014	32
J	Personal Identify Verification (PIV) Card Issuance Procedures	2/2014	5
K	Contractor Proposed Enhancements/Innovations	TBP	TBD
L	Contract Historical Data	30 days after written request from the CO	TBD
M	IT Security Applicable Documents List	June 2013	6
N	Government Furnished Property	2/2014	2

(End of Clause)

[END OF SECTION J]

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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 541330.

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

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

(b)(1) If the provision at 52.204-7, Central Contractor Registration, 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 CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

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

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

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

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REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

(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, Central Contractor Registration.

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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- (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's "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's "designated items."
- (xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
- (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)

K.2 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

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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.3 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.

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(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.4 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
- (b) 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)

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K.5 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)

[END OF SECTION K]

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

(52.204-6)	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)
(52.214-34)	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
(52.214-35)	SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
(52.215-1)	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
(52.215-16)	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
(52.215-22)	LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
(52.222-24)	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
(52.232-38)	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
(52.222-46)	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
(1852.227-71)	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984)
(1852.233-70)	PROTESTS TO NASA (OCT 2002)

(End of By Reference Section)

L.2 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (52.211-4) (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

ACTIVITY: Procurement Library
COMPLETE ADDRESS: <https://foiaelibrary.gsfc.nasa.gov>
TIME(S) FOR VIEWING: Anytime

(End of provision)

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

The Government contemplates award of a **Cost-Plus-Fixed Fee (CPFF) Indefinite Delivery/Indefinite Quantity (IDIQ)** contract resulting from this solicitation.

(End of Provision)

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

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

**Building 35-Shipping and Receiving Dock
Building 26, SEB Facility
Solicitation Number NNG13449004R
Attn: Jonas McNair, Contracting Officer, Mail Code 210.2
Goddard Space Flight Center
Greenbelt, MD 20771**

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

(End of provision)

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

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.arnet.gov/far/>

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

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L.6 AUTHORIZED DEVIATIONS IN PROVISIONS (52.252-5) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any N/A (48 CFR Chapter N/A) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of provision)

L.7 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 8715.3C, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

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

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

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

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

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

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

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

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(End of provision)

L.8 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

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

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

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

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

(End of Provision)

L.9 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)

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

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

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

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

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

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

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

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

(h) Existing Government property may be reviewed at the following locations, dates, and times:

NASA Goddard Space Flight Center, during the Site Visit/Industry Day on approximately October 3, 2013.

(End of provision)

L.10 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)

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INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

(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.

See Attachment I

(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.

See Attachment I

(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. 11 COMMUNICATIONS REGARDING THIS SOLICITATION (GSFC 52.215-96) (AUG 2000)

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

Name: Jonas McNair
Phone: 301-286-8941 (Collect calls not accepted)
FAX: 301-286-2262
E-Mail: Jonas.McNair-1@nasa.gov

*Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Jonas McNair, Mail Code 210.2

(Note: Must include Mail Code, on all transmittals.)

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

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.12 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2012)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A. 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.

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Copies
I	Offer Volume	Original plus 3 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 8 Hard Copies and two electronic copies
III	Cost Volume	Original plus 5 Hard Copies, one additional copy for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 8 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any subcontract that is likely to exceed 10% of the Government Pricing Model (GPM)] shall mark one (1) separately packaged copy of their Cost Proposal, marked “ NNG13449004R /NASA Proposal Evaluation Material”, and addressed with their cognizant Defense Contract Audit Agency (DCAA) Office.

(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

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show revision number and date. A table of contents shall be provided with figures and tables listed separately.

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

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of this solicitation, which will be evaluated in accordance with Section M. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW 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.

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Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.13	None
Mission Suitability Volume	II	L.14	70 Pages
(a) Cover Page, Indices, Table of Content, List of Acronyms, Dividers/Tabs Total Compensation Plan, Phase-in Plan, Quality Assurance Plan, Safety and Health Plan, and			Excluded
(b) Position Descriptions (not to exceed 1/2 page per Position Description)			Excluded however 1/2 page per Position Description
(c) Deviations & Exceptions			Excluded
Cost Volume	III	L.15	Mixed
(a) Direct Labor Rates, Indirect Rates and Fixed Fee Matrices (Attachment B)			None
(b) Cost Exhibits			None
(c) Basis of Estimates			35 Pages*
(d) Deviations/Exceptions			Excluded
Past Performance Volume	IV	L.16	Mixed
(a) Information from the Offeror			25 Pages*
(b) Cover Page, Indices, Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			Excluded
Deviations and Exceptions			Excluded

*Includes prime and significant subcontractors.

(2) A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. 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.

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Volumes I, II, III, and IV shall be submitted in separate three-ring binders. Diagrams, charts, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, charts, 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 35 page limit for the Basis of Estimate (BOE) section. 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 a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If 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.13 OFFER VOLUME (APR 2012)

This must be a separate volume.

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

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures. For Joint Venture (JV) proposals, see FAR Part 4.102 for signature requirements.**

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(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 210 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

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

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

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

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

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

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

(c) ADDITIONAL INFORMATION TO BE FURNISHED

(1) Business Systems

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

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

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. 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). For Joint Venture proposals, disclose each JV partner's responsibility information.

(4) Taxpayer Identification Number

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

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(5) Government Property

Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The first provision requires the submittal of certain information regarding the Offeror's Government property management procedures. The second provision requires the Offeror's to indicate if they intend to use any Government property that may be offered by this solicitation or if the Offeror requests the use of Government property not identified by this solicitation. This information should be included in this volume.

(6) Subcontractor Listing

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

(7) Contract Security Classification

In accordance with **Attachment D**, Contract Security Classification Specification (DD 254), Offerors shall possess a Top 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 cannot demonstrate this required clearance at the time of proposal, they shall demonstrate 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.

(8) 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 H, 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

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Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(9) 8(a) Joint Venture

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

- Identify the companies included in the joint venture.
- Identify the district SBA office and SBA Point of Contact/Business Development Specialist (name, address, phone number, and email) that the application was submitted to for review and approval.
- If not yet approved, identify the steps you have taken toward achieving approval **by the anticipated contract award date** (include applicable dates of each activity).

(End of Provision)

L.14 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

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any, will not be considered unless it is resubmitted as part of the proposal. It must not be incorporated by reference.

Proposals will be evaluated against the requirements specified in this solicitation. Although the Government does not encourage/discourage enhancements to the requirements in the technical documents (e.g. Statement of Work, Specification, etc.), Offerors may choose to propose performance enhancements. Offerors may also choose to include business- related enhancements above those specified in the RFP. In order for the Government to consider a proposed enhancement's value, the Offeror must clearly provide for the enhancement in Contract Attachment K and the Offeror must describe the benefit of the proposed enhancement in the proposal under the applicable Mission Suitability subfactor. The Offeror shall include Contract Attachment K as part of the model contract in the Contract Volume of the proposal. The offeror may receive credit for the proposed enhancement only to the extent of its description in Attachment K, as explained in its Mission Suitability proposal. Inconsistent statements about any enhancement in the proposal may result in a neutral or negative evaluation by the Government. Any enhancement may result in a positive, neutral, or negative evaluation in spite of the Governments right to waive an enhancement during contract performance under clause H.18 of the contract.

The offeror shall provide a list of acronyms used in its proposal. The list should be comprehensive without including extraneous acronyms. All information submitted shall be current, specific, complete, and meet the requirements of the solicitation.

As part of the Proposal, the Offeror shall respond to how they would approach three Representative Task Orders (RTOs) as per exhibit 13 THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE RTOs IN RESPONSE TO THIS RFP!

2. Mission Suitability Proposal Format

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

- Subfactor A - Understanding the Technical Requirements\RTOs
- Subfactor B - Management Approach

3. Mission Suitability Instructions by Subfactor

Subfactor A - Understanding the Technical Requirements\RTOs

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The offeror shall provide a plan on its approach to meet selected critical SOW (Attachment A) requirements. The plan must include detail information that sufficiently demonstrates a clear understanding of the critical Work Breakdown Structure SOW requirements listed below:

- 1) 1.1.2 Tracking Data Evaluation and Calibration (Including Sections 1.1.2.1 and 1.1.2.2)
- 2) 1.1.6 Human Space Flight Support (Including Sections 1.1.6.1, 1.1.6.2, and 1.1.6.3)
- 3) 1.1.7 Expendable Launch Vehicle Support
- 4) 1.2.1 FDF Systems Engineering (Including Sections 1.2.1.1, 1.2.1.2, 1.2.1.3, and 1.2.1.4)
- 5) 1.3 Conjunction Assessment (Including Sections 1.3.1 and 1.3.2)
- 6) 2.1.4 Attitude Determination and Control Analysis
- 7) 2.1.5 Ground System Development
- 8) 2.2 Technology (All sections)

The offeror shall identify the significant potential risks under this contract and also describe the risk management techniques that will be used to manage identified risks during contract performance. Risk factors may be those inherent in the work, unique to the offeror's chosen approach. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

The Representative Task Orders (RTOs) included in **Exhibits 13** of the RFP are to help us understand how you, as our Contractor, would carry out representative tasks associated with the SOW. The RTOs are purely hypothetical for purposes of this Request for Proposal and have no relationship to any real NASA mission. The Offeror shall describe its approach to implementing and staffing each task order. Any assumptions made in preparing a response to the RTOs must be clearly stated. The response must be specific, detailed, and complete enough to demonstrate your understanding of the technical objectives and problems in meeting the task order requirements. Each response to the representative task orders shall address the following:

- Discussion of how the assignment would be accomplished, including technical approach, Government interface and schedule.
- Identification of potential technical problems, risks and critical issues, discussions of problems mitigation/resolution, and discussion and basis for any assumptions made.
- Proposed staffing plan, including skill mix and level of staffing needed to accomplish the objectives.

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- Additional resources such as facilities and equipment necessary to successfully complete the work assignment.

Subfactor B - Management Approach

The Offeror shall describe their management approach towards accomplishing all of the requirements of the SOW. The description shall include the management policies, procedures, techniques and organizational structure that will be utilized to efficiently manage the proposed work to achieve the goals of responsiveness, flexibility, and cost efficiency for the SOW requirements. The Offeror shall address any features of their approach that support the most efficient and effective Contract performance to accommodate changing requirements and priorities, and workload fluctuations. The Offeror shall describe its ability to provide any necessary support to perform under the resultant Contract, respond to critical requirements, and staff new projects/requirements from existing resources and from Offeror's corporate resources.

The Offeror shall discuss the Program Manager's autonomy, control and ability to obtain essential resources and functions necessary to accomplish the work as well as his/her authority to utilize and redirect subcontract resources. The Offeror shall identify how the organization provides clear lines of authority as depicted in the management hierarchy and clearly identify how the Contract will be functionally organized. The offeror shall describe how it will communicate with and provide individual activity/task and programmatic information to the Government.

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

The Offeror shall propose a staffing plan that ensures the Contract requirements are met. The methods for ensuring staffing shall be identified. The offeror shall demonstrate how it will assume full Contract responsibility in order to meet on-going Contract requirements as well as emerging and fluctuating work requirements. The Offeror shall describe its on-the-job orientation process; how it handles replacement of personnel due to attrition, changes in skill mix requirements, and unproductive personnel. The Offeror shall also discuss its use of part time support and hiring personnel to handle short or long term assignments. 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

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currently in the company employ. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful.

The Offeror shall identify its minimum essential critical positions required to meet the requirements of the SOW. Additionally, the rationale for identifying these positions as critical shall be provided, as well as a description of each position. The description shall include the position title, to whom the position reports, summary of duties and responsibilities, any specific requirements/licensing, and minimum education and minimum experience required for the position. In addition, the Offeror shall provide written Position Descriptions for each specific labor category envisioned necessary to meet Contract requirements. Each Position Description shall not exceed ½ page in length. Position Descriptions shall address minimum qualifications to include necessary experience, specific requirements (i.e., domain knowledge), and minimum education required for the position. All position descriptions will be incorporated into the resulting contract under Section 6 of Attachment B.

The Offeror shall provide a detailed phase-in (transition) plan for that ensures continuity and a smooth transition with the incumbent Contractor during the 45 -day phase-in period. The phase-in plan will clearly demonstrate an ability to assume full Contract responsibility on the effective date of the Contract and its realism. The phase-in plan shall include any assumptions made and ensure that the required personnel are available at Contract inception to support all transition activities without any interruptions of schedules. The phase-in plan shall identify specifically how ongoing work will be maintained and the proposed management organization, staffing plan, cost and training of personnel. The schedule will be evaluated for realism and the likelihood of its successful completion by the end of the 45 -day phase-in period. If incumbent capture is proposed, the phase-in plan shall show the approach to attract and retain the incumbent staff. The Offeror shall address the preparation for timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 45-day phase-in period will be accomplished through the issuance of a separate Firm Fixed Contract vehicle.

The Offeror shall submit a Quality Assurance Plan that describes the quality assurance concepts and principles to be implemented and used in support of the Contract. The Offeror shall submit a plan that discusses the processes and mechanisms for implementing and maintaining a quality assurance program and making employees aware of all its aspects. The Offeror's discussion concerning its quality assurance process should demonstrate how it will ensure consistent high quality work, identify problems and improve processes. The Offeror shall include a thorough discussion of the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections and the extent of their authority. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives shall be identified to determine if the Offeror is continually evaluating its own performance to ensure quality services are provided. The Offeror's Quality Assurance Plan shall describe methods to ensure compliance with ISO standards and Higher-Level Contract Quality Requirements stated in Clause E.2 and any corporate process initiatives (e.g.

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Capability Maturity Model Integration for Development, CMMI-DEV) that are planned or currently underway.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The required professional compensation plan must: Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations. Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541. In accordance with the **Exhibit 10** "Fringe Benefit Charts", 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 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 10** 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, entitled "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 text)

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L.15 COST VOLUME (AUG 2013)

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

1. Instructions

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

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

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

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

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

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs

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proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 10% or more of the Government Pricing Model (GPM) total estimated cost. A proposed significant subcontractor shall provide the same cost exhibits and supporting information that is requested from the prime Offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the proposal due date specified in Block 9 of the SF33.

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

Offerors, including proposed significant subcontractors, shall submit a separately packaged copy of their cost proposal to NASA marked for their cognizant DCAA auditing office with the balance of the 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. Please ensure that all contact information provided is current and correct.

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

The Government does not intend to issue a separate task order for overall contract program management. Therefore, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged on a task by task basis during performance of the contract.

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

2. Cost Proposal Format

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Significant subcontractors may submit their detailed exhibits and schedules directly to the Government if such data are considered of a proprietary nature. However, all proposed subcontractor summary cost information must be included in the Prime Offeror exhibits and schedules. The same requirements for formats, numbers of copies, page limitations, etc., applicable to the Prime Offeror shall apply to the subcontractors.

(a) DIRECT AND INDIRECT RATE SUBSTANTIATION

ANY OFFEROR PROPOSING TO USE THE INCUMBENT WORKFORCE MUST USE THE INCUMBENT LABOR RATES PROVIDED IN THE FDSS II ELIBRARY UNDER FDSS I HISTORICAL DATA FOR THOSE LABOR CATEGORIES FOR WHICH RATES ARE AVAILABLE IN DEVELOPING THE PROPOSED ESTIMATED COST.

For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor, provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the 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.

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

(b) DIRECT LABOR AND INDIRECT RATES MATRIX

The prime offeror shall propose unburdened direct labor rates for all non-management labor categories in **Exhibit 2A** and all management and administrative labor categories in **Exhibit 2B**, clearly delineating on-site and off-site rates. The offeror's fixed fee rate shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. The rates (direct and indirect) in **Exhibits 2A and 2B** must be consistent with those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FIXED FEE MATRICES**. The offeror shall include in **Attachment B**, a fully-loaded direct labor rate matrix for each subcontractor or team member expected to exceed 10% of the GPM total estimated cost of the contract. The offeror shall also include the base of application for each indirect cost rate and fixed fee rate identified by the offeror in sections 2, 3, and 4 of Attachment B.

FOR LABOR CATEGORIES FOR WHICH NO INCUMBENT LABOR RATES ARE AVAILABLE AND THOSE LABOR CATEGORIES TO BE FILLED WITH OTHER THAN INCUMBENT LABOR, PROVIDE THE BASIS OF ESTIMATE FOR THE RATES PROPOSED.

(c) GOVERNMENT PRICING MODEL

To be Completed by the Prime Offeror ONLY

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

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

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match the respective Contract Year indirect rates in **Exhibit 5** and Attachment B).

- In **Exhibit 1A** the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for **each** respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded Government Contract Non-Management Direct Labor Rates from the Prime and all Subcontractors in the **Exhibit 2A** workbook. The Prime Offeror may modify **Exhibit 1A** to delete or add additional Subcontractor columns, if necessary.
- Using the respective Prime Offeror loadings specified at the top of **Exhibit 1A**, the Prime Offeror shall calculate and insert the “Sub Loaded Rate w/Prime Loading” rates for each Subcontractor by Government Contract Non-Management Direct Labor Category. For example, if the Subcontractor’s Loaded Rate is \$100 and the Prime Offeror’s bid loadings are G&A at 10% and Fixed fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be \$118.80 [(\$100 * 110%) * 108%].
- For each Government Contract Non-Management Direct Labor Category in **Exhibit 1A** the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort **must** total 100% for **each** Government Contract Non-Management Direct Labor Category. For each Government Contract Non-Management Direct Labor Category, a composite rate is comprised of no more than 3 labor categories. If a composite rate is comprised of more than 3 labor categories, the composite rate shall not contain any labor category with less than 30% of anticipated effort.
- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite Contract (Prime/Sub) Non-Management Loaded Rate for **each and every** Government Contract Non-Management Direct Labor Category in **Exhibit 1A**.
- The Total Composite Contract (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for **each** Government Contract Non-Management Direct Labor Category shall be multiplied against the respective Government estimated direct labor hours for each Government Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total Government Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. THERE **MUST** BE A COMPOSITE

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RATE TOTALING 100% FOR **EACH AND EVERY** GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CATEGORY IN **EXHIBIT 1A**. IN ADDITION, THE GOVERNMENT ESTIMATED NON-MANAGEMENT DIRECT LABOR HOURS PROVIDED FOR EACH LABOR CATEGORY IN **EXHIBIT 1A** SHALL **NOT** BE CHANGED.

- The labor hours in the Government Pricing Model are based on a 40-hour work week with no uncompensated overtime. Unless specified, the hours are consistent each year throughout the period of performance.
- The Prime Offeror shall then complete the OFFEROR CONTRACT MANAGEMENT/ADMINISTRATIVE COSTS Section of **Exhibit 1A** filling in all anticipated program management and administrative support required for this effort by Offeror (and/or subcontractor, if applicable) labor categories and hours (**Exhibit 2B**) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs)(**Exhibit 7**). The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Costs.
- The Prime Offeror shall complete the OFFEROR NON-LABOR RECURRING ODCS AND COST-ESTIMATING RELATIONSHIP COSTS Section of Exhibit 1A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 7. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The Exhibit 1A columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non- labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.
- The Offeror shall complete Exhibit 1B Government Pricing Model Grand Total Summary – Bid Rates. The Grand Total Government Pricing Model value is a summation of the Subtotal Government Non-Management Direct Labor Costs (Onsite, Offsite and Manufacturing Site), the Subtotal Offeror Labor-oriented Management and Administrative Costs and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in Exhibit 1A.

(d) OFFEROR TO GOVERNMENT CONTRACT NON-MANAGEMENT DIRECT LABOR CONVERSION

Offerors and **all** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibits 2A**, Offeror to Government Contract Non-Management Direct Labor Conversion. This exhibit

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shows how the Offeror's and Subcontractors' individual direct labor categories/rates are proportioned and converted to the Government Contract Non-Management Direct Labor Categories. **Exhibit 2A** summarizes the unburdened direct labor rates, bid indirect rates, and fixed fee rate used to derive each Loaded Government Contract Non-Management Direct Labor Category Rate used in **Exhibit 1A**. Offerors and subcontractors shall complete a separate **Exhibit 2A** for each performance site (onsite and offsite for which they are providing Government Contract Non-management Direct Labor using the applicable bid rates for each site. "Offerors should note that **Exhibits 2A and 2B** are not site-specific. When completing these forms, Offerors must specify the applicable site (on-site or off-site) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated. (For instance, Offerors should only propose a rate for the Senior Configuration Specialist in the Exhibit designated "On-site" since no "off-site" hours are specified for this position.)"

ANY OFFEROR PROPOSING TO USE THE INCUMBENT WORKFORCE MUST USE THE INCUMBENT LABOR RATES PROVIDED IN ENCLOSURE A FOR THOSE LABOR CATEGORIES FOR WHICH RATES ARE AVAILABLE IN DEVELOPING THE PROPOSED ESTIMATED COST. IF INCUMBENT LABOR RATES PROVIDED ARE ESCALATED, SPECIFY THE ESCALATION RATE USED AND PROVIDE A JUSTIFICATION.

(e) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit **Exhibit 2B**, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A**. If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A** the respective Subcontractor shall also complete and submit **Exhibit 2B**. The Loaded Management/Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management/Administrative Labor Rates used in **Exhibit 1A**.

For Exhibit 2B, Offerors will note that all Management and Administrative categories shall be proposed using off-site rates.

(f) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

All Prime Offerors shall complete Exhibit 3, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs,

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G&A and Fixed Fee. The Grand Total of Exhibit 3 shall match the Grand Total of Exhibit 1B. Offerors may adjust the elements of cost to be consistent with your current accounting system.

(g) BASIS OF ESTIMATES (BOE)

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program Management and subcontracting. 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.

For Program Management and Administrative Support, explain in detail how it is estimated. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included. For the purposes of bidding, the Government has 0 available seats on-site for Management and Administration personnel.

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

(h) CONTRACT SOURCE OF PERSONNEL

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

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

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

(j) EXPENSE POOLS:

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Exhibit 6-A Overhead Expense Pool

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

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

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

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

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

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

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

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

(l) PHASE-IN PLAN

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

(m) ESCALATION AND PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 9 summarizes the Contractor's escalation factors and productive work year calculation.

(n) FRINGE BENEFITS EXHIBITS

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

(o) DCAA/DCMA INFORMATION

Offerors shall complete **Exhibits 11 and 11A** 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 provided is current and accurate.

3. Deviations/Exceptions (Cost Volume)

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

(End of provision)

L.16 PAST PERFORMANCE VOLUME (MARCH 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

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acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of your company experience and past performance as a whole and 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 \$2 million that your company has had within the last 3 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 \$6M. *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 3 years of the RFP release date with a total cost/fee incurred of at least 10% of the total estimated 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 a total value of \$100M and a proposed significant subcontractor for the effort has a total proposed cost/fee of \$30M, the offeror shall provide relevant current/past contract references that have a total cost/fee incurred at/above \$3M (10% of \$30M) for that significant subcontractor.

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

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions in the SOW 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

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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)

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- 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 Fixed 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 3 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 12 to each of the above references to establish a record of past

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

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

NASA Goddard Space Flight Center
Attn: Jonas McNair, Code 210.P
Bldg. 22, Rm. C275
Greenbelt, MD 20771
Telephone: 301-286-8941
FAX: 301-286-2226

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

(End of provision)

L.17 PROPOSAL MARKING AND DELIVERY (NOV 2012)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

"Goddard Space Flight Center
Greenbelt, MD 20771

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Building 35 — Shipping and Receiving Dock
Solicitation Number **NNG13449004R**
Attn: Jonas McNair
Building 26 - GSFC SEB Facility

PROPOSAL--DELIVER UNOPENED"

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

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND RECEIVING DOCK, NO LATER THAN TBD."

2. Designated Receiving Office

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

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

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

3. Methods of Proposal Delivery

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

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

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

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

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- a. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- b. If the Solicitation documentation is not provided or the proposal packages are not properly marked, the driver will not be allowed access to make the delivery. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services is highly encouraged.

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

(End of provision)

[END OF SECTION L]

SECTION M
EVALUATION FACTORS FOR AWARD

**M.1 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
(52.222-46) (FEB 1993)**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high - quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

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

1. Source Selection

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

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

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

2. Evaluation Factors and Subfactors

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

3. Relative Order of Importance of Evaluation Factors

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

(End of provision)

M.3 MISSION SUITABILITY FACTOR (JUN 2012)

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

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Proposals will be evaluated against the requirement specified in this solicitation. Although the Government does not encourage/discourage technical performance or capability enhancements, Offerors may choose to propose enhancements that are above those specified in this document. If these enhancements are valued by the Government (based on the Mission Suitability instructions and subfactors in this section), and the Offeror wants them to potentially be evaluated as strengths/significant strengths in the Mission Suitability evaluation, then the Offeror shall complete Contract Attachment K, Contractor Proposed Enhancements. The offeror may receive credit for the proposed enhancement only to the extent of its description on Attachment K, as explained in its proposal. Inconsistent statements about any enhancement in the proposal may result in a neutral or negative evaluation by the Government. Any enhancement may result in a positive, neutral, or negative evaluation in spite of the Governments right to waive an enhancement during contract performance under clause H.18 of the contract.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A – Understanding the Technical Requirements\RTOs

The Government will evaluate for effectiveness the offerors approach to meeting the requirements of the selected critical Work Breakdown Structure SOW (Attachment A) sections indicated below. The Government will evaluate the offeror's plan for thoroughness and merit that demonstrate the offeror's understanding of these selected critical technical requirements:

- 1) 1.1.2 Tracking Data Evaluation and Calibration (Including Sections 1.1.2.1 and 1.1.2.2)
- 2) 1.1.6 Human Space Flight Support (Including Sections 1.1.6.1, 1.1.6.2, and 1.1.6.3)
- 3) 1.1.7 Expendable Launch Vehicle Support
- 4) 1.2.1 FDF Systems Engineering (Including Sections 1.2.1.1, 1.2.1.2, 1.2.1.3, and 1.2.1.4)
- 5) 1.3 Conjunction Assessment (Including Sections 1.3.1 and 1.3.2)
- 6) 2.1.4 Attitude Determination and Control Analysis
- 7) 2.1.5 Ground System Development
- 8) 2.2 Technology (All sections)

The Government will evaluate the offerors procedures for identifying the significant potential risks under this contract and its risk management techniques that will be used to manage these risks during contract performance for adequacy and effectiveness. The Government will evaluate for effectiveness the offeror's approach to managing risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

The Offeror's response to the RTOs presented in **Exhibit 13** of the RFP, will serve as a basis for the evaluation of how the Offeror will carry out individual work assignments. The Offeror will be evaluated on how it will implement and staff assignments as illustrated in the RTO. The

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EVALUATION FACTORS FOR AWARD

Government will evaluate the Offeror on how well it demonstrates an understanding of the RTO's objectives and problems. In the evaluation of the RTOs, the Government will evaluate the following:

- Thoroughness and merit of discussion of how the assignment would be accomplished, including technical approach, Government interface and schedule.
- Completeness and accuracy in the identification of potential technical problems, risks and critical issues, thoroughness of the response to problem mitigation/resolution, and reasonableness of the basis for any assumptions made.
- Realism and merit of proposed staffing plan, including skill mix and level of staffing needed to accomplish the objectives.
- Realism of additional resources necessary to successfully complete the work assignment.

SUBFACTOR B - Management Approach

The Offeror's management approach will be evaluated in terms of how well it implements an integrated and comprehensive approach to perform all SOW requirements. The management approach will be evaluated for completeness, clarity, flexibility, effectiveness, and efficiency to accomplish all SOW requirements. The approach towards accommodating changing workload fluctuations and priorities will be evaluated based on the clarity and comprehensiveness of the description and the feasibility, flexibility, reasonableness, effectiveness, and efficiency of the proposed approach. The Government will evaluate the Offeror's ability to provide any necessary support to perform under the resultant Contract, respond to critical requirements, and staff new projects/requirements from existing resources and from Offeror's corporate resources for reasonableness and effectiveness.

The Government will evaluate the effectiveness of the Program Manager's autonomy, control and ability to obtain essential resources/functions necessary to accomplish work in addition to his/her authority to utilize and redirect subcontract resources. The Government will also evaluate whether the organization provides clear lines of authority as depicted in the management hierarchy and clearly identifies how the Contract will be functionally organized. The proposed approach to communicating with and providing individual activity/task and programmatic information to the Government will be evaluated in terms of its efficiency.

The Government will evaluate for reasonableness and effectiveness the offeror's strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost proposal instructions). The Government will evaluate for effectiveness

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

The Government will evaluate the proposed staffing plan for reasonableness and effectiveness to ensure the Contract requirements are met. The methods for ensuring staffing will be evaluated for effectiveness to assume full Contract responsibility in order to meet on-going Contract requirements as well as emerging and fluctuating work requirements. The Offeror's discussion regarding on-the-job orientation; replacement of personnel due to attrition, changes in skill mix requirements, unproductive personnel; and use of part-time support and hiring personnel to handle short or long term assignments will be evaluated for effectiveness. The Offeror's Staffing Plan Chart will be evaluated to ensure a qualified and capable workforce. The Government will evaluate the offeror's hiring plan for reasonableness and effectiveness to ensure the Contract requirements are met. The expected number of personnel to be hired from incumbents, transferred from within the offeror's own organization, and from other sources will be evaluated for reasonableness. The Government will evaluate the reasonableness and effectiveness of the offeror's plan to recruit staff not currently employed by the company. The Government will also evaluate the reasonableness and effectiveness of the offeror's backup plan if its primary staffing approach was not successful.

The Government will evaluate the Offeror's rationale for identifying certain positions as critical positions for reasonableness and to ensure an understanding of requirements and the nature of the work. The Offeror's list of critical positions and descriptions of each critical position will be evaluated for effectiveness. In addition, the proposed Position Descriptions of each specific labor category will be evaluated for reasonableness and to determine the level of understanding by the Offeror of the Contract requirements.

The Government will evaluate the Offeror's phase-in (transition) plan for continuity and a smooth transition with the incumbent Contractors during the 45 -day phase-in period. The Government will evaluate how clearly the phase-in plan demonstrates an ability to assume full Contract responsibility on the effective date of the Contract and its realism. The phase-in plan will be evaluated to assess the reasonableness of any assumptions made and its adequacy in ensuring that the required personnel are available at Contract inception to support all transition activities without any interruptions of schedules. The Government will evaluate the effectiveness of the phase-in plan, specifically how ongoing work will be maintained. The proposed management organization, staffing plan, cost and training of personnel will also be evaluated for effectiveness. The schedule will be evaluated for realism and the likelihood of its successful

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completion by the end of the 45 -day phase-in period. If incumbent capture is proposed, the Government will evaluate the reasonableness of the Offeror's approach to attract and retain the incumbent staff. The Government will evaluate the Contractor's Personal Identify Verification (PIV) requirements on timely processing preparation.

The Government will evaluate the Offeror's Quality Assurance Plan for comprehensiveness and effectiveness in ensuring quality assurance concepts and principles are implemented and used throughout the Contract. The Offeror's discussion concerning the processes and mechanisms for implementing and maintaining a quality assurance program and making employees aware of all its aspects will be evaluated for effectiveness. The Offeror's discussion concerning its quality assurance process will be evaluated for effectiveness in ensuring consistent high quality work, identifying problems and improving processes. The Offeror's discussion concerning the qualifications of the individual employees, supervisors, and management responsible for performing the quality inspections, and the extent of their authority will be evaluated for reasonableness. The Offeror's methodology for continuous improvement, performance measurements, and any other corporate process initiatives will be evaluated to determine how adequately and effectively the Offeror is continually evaluating its own performance to ensure quality services are provided. The Offeror's methodology to ensure compliance with ISO standards and Higher-Level Contract Quality Requirements stated in Clause E.2 will be evaluated for reasonableness and effectiveness.

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

The Government will evaluate the adequacy of the Offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the Offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use. The Offeror's Safety and Health Plan will 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.

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2. Evaluation Findings

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

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

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

Deficiency – a material failure of a proposal to meet a Government 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:

<u>SUBFACTOR</u>	<u>TITLE</u>	<u>POINTS</u>
Subfactor A	Understanding the Technical Requirements/RTOs	600
Subfactor B	Management Approach	400

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.

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

(End of provision)

M.4 COST EVALUATION FACTOR (DEC 2010)

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

The cost realism evaluation will utilize incumbent direct labor rate data in the FDSS II E-Library of this solicitation in determining the probable cost direct labor rates for any offeror that proposes incumbent capture for the positions/rates included in the E-Library. The cost realism evaluation will also consider the reasonableness of the offeror's proposed direct labor rate escalation/rationale.

Both the "proposed and probable cost" will reflect the offeror's proposed fee amount. Any proposed fee is not adjusted in the probable cost assessment.

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

(End of text)

M.5 PAST PERFORMANCE EVALUATION FACTOR (MAR 2012)

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

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

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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 3 years prior to the issuance of this RFP. Contracts completed more than 3 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 \$2M.

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 \$6M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

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

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

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

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

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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 Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical

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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

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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)

[END OF SECTION M]