

SOLICITATION, OFFER AND AWARD 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) RATING PAGE 1 of 120

2. CONTRACT NO. 3. SOLICITATION NO. **NNA14488849R** 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED **20 JAN 2015** 6. REQUISITION/PURCHASE NO. **4200488849**

7. ISSUED BY CODE JAC **NASA Ames Research Center Acquisition Branch Moffett Field, CA 94035-0001 Attn: Jeremy Messer** ARC 8. ADDRESS OFFER TO (If other than Item 7) **NASA-Ames Research Center Jeremy Messer, Mail Stop 241-1 Bldg, 241, Room 211 P.O. Box 1 Moffett Field, CA 94035-0001**

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

SOLICITATION

9. Sealed offers in original and (see L.6(b)(1) for original and copies) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg 241, Room 211** until **4:00 P.M.** local time, on **March 23, 2015**. 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 **Jeremy Messer** B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE **(650)** NUMBER **604-0667** EXT. C. EMAIL ADDRESS **Jeremy.r.messer@nasa.gov**

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period. 12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT 10 CALENDAR DAYS _____% 20 CALENDAR DAYS _____% 30 CALENDAR DAYS _____% CALENDAR DAYS _____%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:

AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR CODE _____ FACILITY _____ 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER SUCH ADDRESS IN SCHEDULE 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ITEM 25

24. ADMINISTERED BY (If other than Item 7) CODE _____ 25. PAYMENT WILL BE MADE BY CODE _____ **NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 Fax: (866) 209-5415 Email: NSSC-AccountsPayable@nasa.gov**

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

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

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is a Cost-Plus-Fixed-Fee (CPFF) type contract with Core Requirement Contract Line Item Numbers (CLINs) and Indefinite Delivery/Indefinite Quantity (ID/IQ) CLINs. The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government (additional resources may be provided by the Government at the task order level) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specifications, and drawings as specified in this contract and as identified under the individual core element and task orders.

Table B.1-1 Base Period

Contract Line Item No. (CLIN)	Description	SOW	Qty	Unit
BASE PERIOD				
01*	30-Day Phase-In Period as set forth in Section F, paragraph F.2(a)	4.1	1	Job
02A*	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Contract Management, Base Period as set forth in Section F, paragraph F.2(a)	3.4	1	Job
02B*	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Aeronautics Directorate, Base Period as set forth in Section F, paragraph F.2(a)	3.3.1	1	Job
02C*	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Aeroflightdynamics Directorate, Base Period as set forth in Section F, paragraph F.2(a)	3.3.7	1	Job
02D*	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Science Directorate, Base Period as set forth in Section F, paragraph F.2(a)	3.3.5	1	Job
02E	NASA ACADEMIC MISSION SUPPORT (NAMS), Indefinite Delivery/Indefinite Quantity (ID/IQ) Technical Requirement, Base Period as set forth in Section F, paragraph F.2(a)	3.2	TBD	Task Order(s)

*Base Period – Only Contract Line Item Nos. (CLIN), 01 (Phase-In), 02A Contract Management, 02B Core Requirement – Aeronautics, 02C Core Requirement – Aeroflightdynamics, and 02D Core Requirement - Science will be initiated at award.

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

Table B.1-2 Option Periods

Contract Line Item No. (CLIN)	Description	SOW	Qty	Unit
OPTION PERIOD ONE				
03A	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Contract Management, Option Period 1 as set forth in Section F, paragraph F.2(a)	3.4	1	Job
03B	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Aeronautics Directorate, Option Period 1 as set forth in Section F, paragraph F.2(b)	3.3.1	1	Job
03C	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Aeroflightdynamics Directorate, Option Period 1 as set forth in Section F, paragraph F.2(a)	3.3.7	1	Job
03D	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Science Directorate, Option Period 1 as set forth in Section F, paragraph F.2(a)	3.3.5	1	Job
03E	NASA ACADEMIC MISSION SUPPORT (NAMS), Indefinite Delivery/Indefinite Quantity (ID/IQ) Technical Requirement, Option Period 1 as set forth in Section F, paragraph F.2(b)	3.2	TBD	Task Order(s)
OPTION PERIOD TWO				
04A	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Contract Management, Option Period 2 as set forth in Section F, paragraph F.2(a)	3.4	1	Job
04B	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement, Option Period 2 as set forth in Section F, paragraph F.2(c)	3.3.1	1	Job
04C	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Aeroflightdynamics Directorate, Option Period 2 as set forth in Section F, paragraph F.2(a)	3.3.7	1	Job
04D	NASA ACADEMIC MISSION SUPPORT (NAMS), Core Technical Requirement – Science Directorate, Option Period 2 as set forth in Section F, paragraph F.2(a)	3.3.5	1	Job
04E	NASA ACADEMIC MISSION SUPPORT (NAMS), Indefinite Delivery/Indefinite Quantity (ID/IQ) Technical Requirement, Option Period 2 as set forth in Section F, paragraph F.2(c)	3.2	TBD	Task Order(s)

(c) CLINs 02A, 02B, 02C, 02D, 03A, 03B, 03C, 03D, 04A, 04B, 04C, and 04D are Cost Plus Fixed Fee (CPFF) Core Requirements.

(d) CLINs 02E, 03E, and 04E will be issued as Indefinite Delivery/Indefinite Quantity (ID/IQ) CPFF task orders in accordance with Clause H.2 (Task Ordering Procedure) by the Contracting Officer.

(END OF CLAUSE)

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

The estimated cost of CLIN 01 is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 01 is _____.

The estimated cost of CLIN 02A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02A is _____.

The estimated cost of CLIN 02B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02B is _____.

The estimated cost of CLIN 02C is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02C is _____.

The estimated cost of CLIN 02D is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 02D is _____.

The estimated cost of CLIN 03A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03A is _____.

The estimated cost of CLIN 03B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03B is _____.

The estimated cost of CLIN 03C is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03C is _____.

The estimated cost of CLIN 03D is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 03D is _____.

The estimated cost of CLIN 04A is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04A is _____.

The estimated cost of CLIN 04B is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04B is _____.

The estimated cost of CLIN 04C is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04C is _____.

The estimated cost of CLIN 04D is _____ exclusive of the fixed fee of _____. The total estimated cost and fixed fee of CLIN 04D is _____.

Table B.2-1 Contract Value Summary - Core

CONTRACT VALUE SUMMARY-CORE	Year 1 Base CLINs 01, 02A, 02B, 02C, and 02D	Year 2 Base CLINs 02A, 02B, 02C, and 02D	Year 3 Option One CLINs 03A, 03B, 03C, and 03D	Year 4 Option One CLIN 03A,03B, 03C, and 03D	Year 5 Option Two CLIN 04A, 04B, 04C, and 04D	TOTAL

Estimated Cost	\$ TBD					
Fixed Fee	\$ TBD					
Total Estimated Cost & Fee	\$ TBD					

The estimated cost of CLINs 02E, 03E, and 04E and fixed fee will be negotiated for each task order. The rate of X% of total estimated costs will be used to calculate fee; however, the CO may determine that risk warrants fee to be negotiated at a different rate for a particular task order.

(END OF CLAUSE)

B.3 CONTRACT FUNDING (NFS 1852.232-81) (JUNE 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 the line items 01, 02A, 02B, 02C, and 02D and covers the following estimated period of performance: date of award through TBD.

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

Table B.3-1 Contract Funding

SUMMARY OF CONTRACT FUNDING - Core Requirements	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(c) 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 the line item 02E and covers the following estimated period of performance: date of award through TBD.

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

Table B.3-2 Breakdown of Contract Funding by CLIN

SUMMARY OF CONTRACT FUNDING – ID/IQ Requirements	FROM	BY	TO
Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

Tables B.3-1 and B.3-2 shall each operate independently for purposes of the Limitation of Cost and Limitation of Funds clauses of this Contract (incorporated in Section I).

(END OF CLAUSE)

B.4 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 02E, 03E, and 04E during the potential effective period of this contract is \$500,000.00 (Estimated Cost and Fixed Fee). The maximum amount of supplies or services that may be ordered under CLINS 02E, 03E, and 04E during the potential effective period of this contract is \$95,000,000.00 (Estimated Cost and Fixed Fee). The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 02E, 03E, and 04E of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for cost adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 02E, 03E, and 04E, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$500,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 02E, 03E, and 04E, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$95,000,000.00.

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

(END OF CLAUSE)

B.5 LIMITATIONS ON PERIOD OF PERFORMANCE

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

(END OF CLAUSE)

B.6 CUMULATIVE VALUE FOR TASK ORDERS AND TASK ORDER CEILING COSTS

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

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

Table B.6-1 Contract Value Summary - IDIQ

CONTRACT VALUE SUMMARY- IDIQ	Year 1 Base CLIN 02E	Year 2 Base CLIN 02E	Year 3 Option One CLIN 03E	Year 4 Option One CLIN 03E	Year 5 Option Two CLIN 04E	TOTAL
Estimated Cost	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Fixed Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
Total Estimated Cost & Fee	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 SPECIFICATION/STATEMENT OF WORK

In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and perform work necessary for, or incidental to, performance of the requirements set forth herein. Work shall be accomplished in accordance with the Statement of Work (SOW), entitled "NASA Academic Mission Services (NAMS)" which is incorporated in Section J.1(a), Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
None included by reference.		

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

CLAUSE NO	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST REIMBURSEMENT

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

CLAUSE NO	DATE	TITLE
1852.246-72	AUG 2003	MATERIAL INSPECTION AND RECEIVING REPORT (Insert" one original copy" in paragraphs (a))

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)
52.247-34	NOV 1991	F.O.B DESTINATION

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

CLAUSE NO	DATE	TITLE
None included by reference.		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

(a) BASE PERIOD (Phase-In and Base Requirement)

The 30 day Phase-In shall be included in the Base Period performance period. The performance of the Base Period shall be twenty-four (24) months from the effective date of the contract. The Phase-in period will end no later than 30 days from the start of the effective date of the contract.

(b) OPTION PERIOD ONE

If exercised, the performance period of Option Period One shall be twenty-four (24) months from the end of the Base Period.

(c) OPTION PERIOD TWO

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

(END OF CLAUSE)

F.3 PLACE OF PERFORMANCE - SERVICES

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

(END OF CLAUSE)

F.4 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
None included by reference.		

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

CLAUSE NO	DATE	TITLE
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE - LICENSING
1852.242-70	SEP 1993	TECHNICAL DIRECTION
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JAN 2011	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT ALTERNATE I (JAN 2011)
1852.245-71	JAN 2011	<p>INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (Insert "The following property and services are provided if checked:</p> <p style="padding-left: 40px;"><u>X (TBD at Task Order Level)</u> (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.</p> <p style="padding-left: 40px;"><u>X (TBD at Task Order Level)</u> (2) Office furniture.</p> <p style="padding-left: 40px;"><u>X</u> (3) Property listed in Section J.1(a) Attachment 3.</p> <p style="padding-left: 40px;">(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.</p>

		<p>(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.</p> <p><u>X</u>(4) Supplies from stores stock.</p> <p><u>X</u>(5) Publications and blank forms stocked by the installation.</p> <p><u>X</u>(6) Safety and fire protection for Contractor personnel and facilities.</p> <p>(7) Installation service facilities: None.</p> <p><u>X</u>(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.</p> <p><u>X</u>(9) Cafeteria privileges for Contractor employees during normal operating hours.</p> <p><u>X</u>(10) Building maintenance for facilities occupied by Contractor personnel.</p> <p><u>X</u>(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." In paragraph (c))</p>
1852.245-73	JAN 2011	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (Insert "Attachment J.1(a) Attachment 4" and "NASA Ames Research Center and at other location(s) as may be approved by the Contracting Officer")
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-79	JAN 2011	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF CLAUSE)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)

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

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

Defense Logistics Agency Wide Area Workflow (WAWF)
<https://wawf.eb.mil/>

(2) For any period that the Cognizant Audit Office 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:

Cognizant Audit Office [Offerors, please insert your appropriate Cognizant Audit Office mailing office below, if DCAA then: Defense Logistics Agency Wide Area Workflow (WAWF) <https://wawf.eb.mil/>:]

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

(i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"
Submit one electronic copy to: TBD at contract award

(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 forwarded to:

NSSC – FMD Accounts Payable
Bldg. 1111, C. Road

Stennis Space Center, MS 39529
Fax: (866) 209-5415
Email: NSSC-AccountsPayable@nasa.gov

Also submit an electronic courtesy copy to:

- (i) Copy 1 NASA Contracting Officer, STAMPED "INFO COPY"
Submit one electronic copy to:
[TBD at contract award](#)

NSSC 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.3 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (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

NASA/Ames Research Center
Code BT
Mail Stop 202A-3
Moffett Field, CA 94035-0001

Patent Representative

NASA/Ames Research Center
Code DL
Mail Stop 202A-4
Moffett Field, CA 94035-0001

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries 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)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
None included by reference.		

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

CLAUSE NO	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY ALTERNATE I (FEB 2006)
1852.225-70	FEB 2000	EXPORT LICENSES (Insert "NASA Ames Research Center" in paragraph (b))
1852.228-76	OCT 2012	CROSS-WAIVER OF LIABILITY FOR SPACE STATION ACTIVITIES
1852.228-78	OCT 2012	CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS ALTERNATE I (FEB 2006) ALTERNATE II (DEC 2005)
1852.235-74	FEB 2003	ADDITIONAL REPORTS OF WORK – RESEARCH AND DEVELOPMENT (Insert "15" in paragraph (c))
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS ALTERNATE I (SEP 1989) ALTERNATE II (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

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

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

(END OF CLAUSE)

H.3 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90) (SEP 2007) (MODIFIED JAN 2012)

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

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

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained

in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

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

(End of clause)

H.4 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91) (APR 2004) (MODIFIED JAN 2012)

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

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

(End of Clause)

H.5 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

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

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

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

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

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

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

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

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

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

(END OF CLAUSE)

H.6 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

(b) Data specifically used.

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

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

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

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

H.7 DATA RIGHTS—SUBCONTRACTING & REPRESENTATION OF PROPOSED DELIVERY OF LIMITED RIGHTS DATA/RESTRICTED COMPUTER SOFTWARE (ARC 52.227-97) (JAN 2015) (ALT 1)

- (a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
- (b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the Rights in Data—General clause.
- (c) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.
- (d) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.
 - (1) Except as provided in (b)(2) below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.

- (2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor.
- (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- (e) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.
 - (1) Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - (2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:
 - (3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- (4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

H.8 DATA RIGHTS—SPECIAL WORKS (JAN 2015)

Except as specified below, the Government shall have a minimum of unlimited rights, as defined in FAR clause 52.227-14 (Rights in Data - General) as modified by NFS 1852.227-14, in all data, including computer software, first produced or delivered in performance of this Contract.

As Contract tasks involve the production or further development of program/project software that the Government intends to control and other software that the Government intends to release in an open source manner, the Contractor is hereby directed to assert copyright, or authorize assertion thereof, in special works Data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee in accordance with Clause 52.227-17 Rights in Data-Special Works, as modified by NFS 1852.227-17. The direction applies to software code developments and/or software improvements that the Government intends to release open source as well as to NASA program/project software developments/improvements. This direction also applies to: web site content, NASA presentations and other multimedia/audiovisual works, work processes, flowcharts and technical design drawings and related documentation produced under core Contract work or Contract task orders. The Government may specify additional special works in contract task orders. For purposes of defining the rights in computer software, computer software shall include source codes, object codes, executables, ancillary files, and any and all documentation related to any deliverables associated with this Contract.

H. 9 PATENT RIGHTS (JAN 2015)

The RFP includes the Patent Rights—Retention By the Contractor Clause (FAR 52.227-11) (Alt. II and V) as modified by 1852.227-11 (DEVIATION). The deviation to this clause is directed to defining and addressing Contractor and Government background inventions and to addressing

joint inventions. The Contractor will be handling sensitive Government and third party proprietary information related to inventions that the Government and third party want to protect to preserve patent rights, etc. Therefore, this clause has been modified to address handling of this data and inventions. Per the above clause, subject inventions (including software) are disclosed to the Government within two months of being reported to Contractor and a listing of reported inventions is submitted annually (reference DRL 25 for reporting requirements).

It is anticipated that the Contractor may have Contractor background inventions that could be applied to Core or Task Order research and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under the Contract. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Core or Task Order deliverables under the Contract. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, and if the invention has not already been exclusively licensed and is otherwise available, the Contractor may negotiate a license to NASA under reasonable terms. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into NAMS core or task order work. See Paragraph (d)(2)(ii) of the Patent Rights clause (Clause I.7).

(End of clause)

H.10 NASA REVIEW OF DATA DELIVERABLES (JAN 2015)

Clause 1852.235-73 Final Scientific and Technical Reports (DEC 2006) and its Alternates I and II address the review requirements related to the release of data deliverables.

Data deliverables, which may include presentations, journal articles, papers and seminar notes, if published or released outside NASA, must conform to the NASA policy guidance and directives related to the publication and release of Scientific and Technical Information (STI). This includes NASA Policy Directive (NPD) 2200.1, Management of NASA Scientific and Technical Information (STI), and NASA Policy Requirements (NPR) 2200.2, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information.

The work issued for this contract under CLINs 02B, 02C, 02D, 02E, 03B, 03C, 03D, 03E, 04B, 04C, 04D, and 04E (Research Services) shall specify all scientific and technical data to be delivered to NASA ARC by the Contractor and shall specify the appropriate form of 1852.235-73 paragraph (e) that applies to STI specified as data deliverables.

Initially, it is anticipated that a significant majority of the STI delivered under CLINs 02B, 02C, 02D, 02E, 03B, 03C, 03D, 03E, 04B, 04C, 04D, and 04E (Research Services) shall be reviewed by NASA ARC prior to release in accordance with Alternate II of this clause. NASA ARC's review process is described in detail in NPR 2200.2 Subject: Requirements for Documentations, Approval, and Disseminations of NASA Scientific and Technical Information). Therefore, unless stated otherwise in the task request, Alternate II applies to all STI delivered under CLINs 02B, 02C, 02D, 02E, 03B, 03C, 03D, 03E, 04B, 04C, 04D, and 04E.

In those cases where a project might be considered “fundamental research” and no foreign national access or dissemination restrictions would apply, the Government (Contracting Officer’s Representative (COR), CO, Center Export Administrator and Patent Counsel) may determine that Alternate I is applicable. In that case, it will be so stated in the project. When Alternate I applies, if NASA wishes to exercise its right to review the data deliverables, including the final report, it shall be so stated prior to work on the project.

(End of Clause)

H.11 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

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

(END OF CLAUSE)

H.12 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012) (ALT 1)

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

The contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever, not incurred in or incidental to direct performance of the contract SOW.

(END OF CLAUSE)

H.13 SEVERANCE PAY (ARC 52.231-90) (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on the current contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with a succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.14 NON-PERSONAL SERVICES

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

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

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

(END OF CLAUSE)

H.15 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

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

(b) The nature of this potential Organizational Conflict of Interest is:

NASA Ames Research Center (ARC) develops and manages programs, projects, and technologies that support NASA's science, exploration and aeronautics goals, with a focus on innovation. Currently ARC supports a variety of mission types and programs, including aviation systems, planetary science, astrophysics, space biosciences, heliophysics, and earth science missions; small satellite missions; technology development; technology transfer; and collaborative science programs.

This contract, as delineated in and governed by its Statement of Work, will provide for broad-ranging contract services supporting multiple sustained project management, research, and technology development capabilities for ARC that encompass all phases of mission and project lifecycles for flight programs and projects, as well as support for various other programs and functional offices at Ames.

In order to perform this contract and, thus, support ARC requirements, the Contractor may be required to participate within the scope of the Statement of Work, either fully or in part, in requirements identification and specification drafting, Statement of Work development, proposal review, benchmarking, and other Government activities associated with Government procurements (i.e., Request for Proposals, Cooperative Agreement Notices, NASA Research Announcements) and other Government activities where defining scope of future requirements is necessary. Further, contract performance also may require access to Sensitive But Unclassified (SBU) information, Government Sensitive Data and/or third party proprietary data, including inventions. Access to such Data, production of such Data by the Contractor, or participation in defining requirements for future competitions creates a potential Organizational Conflict of Interest. Finally, the performance of certain potential activities under this contract – including, but not limited to, proposal review, and review of engineering design, analysis and testing – could result in the impairment of the Contractor's objectivity if such activities affect entities with which the Contractor has a direct or indirect affiliation or competitive posture.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions upon future contracting shall apply:

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

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

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

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

(2) Such Data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to such Data, Data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data until one year after such Data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data.

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

(2) The Contractor must educate its employees, through formal training, not to divulge SBU information, Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall incorporate into its organizational training the content of NASA Procedural Requirement (NPR) 1600.1A and NASA Interim Directive 1600.55 (http://nodis.hq.nasa.gov/OPD_docs/NID_1600_55.pdf), contract-relevant SBU and Data designations and authorities, and the procedures for handling such information. The Contractor shall provide a copy of the training content and the plan for its implementation to the Contracting Officer for approval. The training plan shall include documentation of training completion by all employees.

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

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

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

(h) The term "Sensitive But Unclassified" (SBU) information as used in this clause, and defined in NPR 1600.1A and NASA Interim Directive 1600.55, means unclassified information or material determined to have special protection requirements to preclude unauthorized disclosure to avoid compromises; risks to facilities, projects, or programs; threat to the security and/or safety of the source of information; or to meet access restrictions established by laws, directives, or regulations. This refers to recorded information so designated as well as any related verbal and electronic discussion.

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

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

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

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

(END OF CLAUSE)

H.16 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Cost proposals, including revision(s), submitted in response to the solicitation entitled "NASA Academic Mission Services (NAMS)" are hereby incorporated into the contract by reference.

(END OF CLAUSE)

H. 17 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (JUN 2014)

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" (OS) software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative web (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Policy Requirement (NPR) 2210.1A External Release of NASA

Software. Accordingly, the contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed OS software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.arc.nasa.gov/page/nosa-software-agreement> or <http://opensource.org/licenses/nasa1.3.php>, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (bug fixes, feature additions) to existing OS software, such software being covered by an external OS software license. Some OS licenses contain requirements important to consider during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS license may require that any further development/enhancement of the covered OS software be further transferred only under that particular OS software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA, Apache 2.0 or other external OS licenses.) Prior to any development of software under this contract, any decision to incorporate OS software into software development under this contract where such OS software is governed by an OS software license that is not compatible with the NOSA or other NASA-approved OS license shall be made deliberately in consultation with the Government task manager, who will consider the impact of the incompatibilities on software release and future programmatic goals. The Government task manager or Contracting Officer will consult with the Patent Counsel regarding questions related to OS license incompatibilities.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

<https://acquisition.gov/far/index.html>

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	OCT 2010	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.203-16	DEC 2011	PREVENTING PERSONAL CONFLICTS OF INTEREST
52.203-17	SEP 2013	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	JUL 2013	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	JUL 2013	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE

CLAUSE NO	DATE	TITLE
52.204-15	JAN 2014	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS
52.209-6	AUG 2013	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-10	MAY 2012	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.210-1	APR 2011	MARKET RESEARCH
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATION ALTERNATE II (APR 1998)
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS ALTERNATE III (OCT 2010) ALTERNATE IV (OCT 2010) (Insert "excel spreadsheet" and "TBD" in paragraphs (c) and (b), respectively.)
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
52.215-23	OCT 2009	LIMITATION ON PASS-THROUGH CHARGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT Insert 30 th in Paragraph (a)(3) ALTERNATE II (AUG 2012) ALTERNATE IV (AUG 2012)
52.216-8	JUN 2011	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (Insert "30 days from the end of the period of performance")

CLAUSE NO	DATE	TITLE
52.219-4	OCT 2014	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (c) <i>Waiver of evaluation preference.</i> A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference. ___ Offer elects to waive the evaluation preference.
52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$ <u> 0 </u> " in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-22	FEB 1999	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	JUL 2014	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	JUL 2014	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	JUL 2014	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.222-54	AUG 2013	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA Insert " <u> TBD </u> " in paragraph (b). ALTERNATE I (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO KNOW INFORMATION ALTERNATE I (MAY 2011)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION

CLAUSE NO	DATE	TITLE
52.224-2	APR 1984	PRIVACY ACT
52.225-1	FEB 2009	BUY AMERICAN ACT - SUPPLIES
52.225-13	JUN 2008	RESTRICTION ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT ALTERNATE I (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL (AS MODIFIED BY NFS 1852.227-14 RIGHTS IN DATA –GENERAL) references in NFS to adding subparagraph (3) are hereby changed to correctly reflect adding subparagraph (4) in paragraph (d)) ALTERNATE II(DEC 2007) at the end of paragraph (g)(3)(a) insert: “(i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is part.) (iv) Emergency repair overhaul work (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by a foreign government.” ALTERNATE III (DEC 2007) ALTERNATE V (DEC 2007)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) To Be Completed by Offeror: Page Numbers: _____ Proposal Date: _____
52.228-7	MAR 1997	INSURANCE – LIABILITY TO THIRD PERSONS
52.230-2	MAY 2012	COST ACCOUNTING STANDARDS
52.230-5	MAY 2012	COST ACCOUNTING STANDARDS – EDUCATIONAL INSTITUTION
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (Insert “TBD” in both blanks)

CLAUSE NO	DATE	TITLE
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT
52.232-40	DEC 2013	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.236-13	NOV 1991	<p>ACCIDENT PREVENTION ALTERNATE I (NOV 1991) (insert) "Before commencing the work, the Contractor shall --</p> <p>(1) Submit a written proposed plan for implementing this clause within 10 days of contract award. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and</p> <p>(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.</p> <p>(3) The Contractor shall commence all transition activities (if necessary) prior to plan approval but shall not commence contract performance outside of transition activities until an approved plan is incorporated into the contract via modification. " in paragraph (f)</p>
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT ALTERNATE V (APR 1984)
52.243-6	APR 1984	CHANGE ORDER ACCOUNTING

CLAUSE NO	DATE	TITLE
52.244-2	OCT 2010	SUBCONTRACTS (insert "none" and "N/A" in paragraphs (d) and (j), respectively)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	OCT 2014	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY - The Government property provided under this clause is identified in NFS clause 1852.245-76 of this contract
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.249-5	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS)
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

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

CLAUSE NO	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED TECHNOLOGY RESOURCES
1852.209-72	DEC 1998	COMPOSITION OF THE CONTRACTOR
1852.215-84	NOV 2011	OMBUDSMAN ALTERNATE I (JUN 2000)
1852.216-80	OCT 1996	TASK ORDERING PROCEDURE (Insert "10" and "3" in paragraphs (c) and (e), respectively.)
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-77	MAY 2009	MENTOR PROTÉGÉ PROGRAM
1852.223-74	MAR 1996	DRUG AND ALCOHOL-FREE WORKFORCE
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1998	EMERGENCY EVACUATION PROCEDURES
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION

CLAUSE NO	DATE	TITLE
1852.243-70	OCT 2001	ENGINEERING CHANGE PROPOSALS ALTERNATE I (JULY 1997) ALTERNATE II (SEP 1990) (Insert "estimated cost", "period of performance" "estimated cost", "period of performance", "estimated cost", "5% of estimated cost", and "estimated cost" in paragraphs (c) and (f), respectively.
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

I.2 ORDERING (52.216-18) (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through the period of performance as noted in paragraph F.2.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3 ORDERING LIMITATIONS (52.216-19) (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor --
- (1) Any order for a single item in excess of \$95,000,000.00
 - (2) Any order for a combination of items in excess of \$95,000,000.00 or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.4 INDEFINITE QUANTITY (52.216-22) (OCT 1995)

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

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

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

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

(End of Clause)

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of Clause)

I.6 SMALL BUSINESS SUBCONTRACTING PLAN (52.219-9) (OCT 2014) DEVIATION (JULY 2014) ALTERNATE II (OCT 2001)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with --

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will --

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating --

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not;
and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided --

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government

contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For civilian agencies it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(END OF CLAUSE)

I.7 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (FAR 52.227-11) (DEC 2007) ALTERNATE II AND ALTERNATE V, AS MODIFIED BY NFS 1852.227-11 (DEVIATION JAN 2015)

(a) As used in this clause—

“Invention” means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act ([7 U.S.C. 2321](#), *et seq.*)

“Made” means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Nonprofit organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 ([26 U.S.C. 501\(c\)](#)) and exempt from taxation under section 501(a) of the Internal Revenue Code ([26 U.S.C. 501\(a\)](#)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

“Subject invention” means any invention of the Contractor made in the performance of work under this contract.

(b) *Contractor’s rights.*

(1) *Ownership.* The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) *License.*

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR [27.302\(i\)\(2\)](#) and [27.304-1\(f\)](#).

(c) Contractor's obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (*i.e.*, sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(5) The Contractor may use whatever format is convenient to disclose subject inventions required in subparagraph (c)(1). NASA prefers that the contractor use either the electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) to disclose subject inventions. Both the electronic and paper versions of NASA Form 1679 may be accessed at the electronic New Technology Reporting Web site <http://invention.nasa.gov>.

(d) *Government's rights*—

(1) *Ownership*. The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) *License*.

(i) If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world. The agency reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into by the Government before or after the effective date of the contract and effectuate those license or other rights that are necessary for the Government to meet its obligations to foreign governments, their nationals, and international organizations under the treaties or international agreements with respect to subject inventions made after the date of the amendment.

(ii) Prior to incorporation into any core or task order work under the Contract, Contractor shall identify to the Contracting Officer any contractor background inventions that it desires to apply to contract core or task order work. The Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of NASA any Contractor background invention throughout the world where permission from the Contracting Officer was not obtained prior to Contractor incorporating such Contractor background invention into contract core or task order work.

(3) *CRADA licensing*. If the Contractor performs services at a Government owned and operated laboratory or at a Government owned and Contractor operated laboratory directed by the Government to fulfill the Government's obligations under a Cooperative Research and

Development Agreement (CRADA) authorized by [15 U.S.C. 3710a](#), the Government may require the Contractor to negotiate an agreement with the CRADA collaborating party or parties regarding the allocation of rights to any subject invention the Contractor makes, solely or jointly, under the CRADA. The agreement shall be negotiated prior to the Contractor undertaking the CRADA work or, with the permission of the Government, upon the identification of a subject invention. In the absence of such an agreement, the Contractor agrees to grant the collaborating party or parties an option for a license in its inventions of the same scope and terms set forth in the CRADA for inventions made by the Government.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(5) The Contractor shall provide the Contracting Officer the following:

(i) A listing every 12 months (or such longer period as the Contracting Officer may specify) from the date of the contract, of all subject inventions required to be disclosed during the period.

(ii) A final report prior to closeout of the contract listing all subject inventions or certifying that there were none.

(iii) Upon request, the filing date, serial number and title, a copy of the patent application, and patent number and issue date for any subject invention in any country in which the contractor has applied for patents.

(iv) An irrevocable power to inspect and make copies of the patent application file, by the Government, when a Federal Government employee is a coinventor.

(f) *Reporting on utilization of subject inventions.* The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by [35 U.S.C. 202\(c\)\(5\)](#), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) *Preference for United States industry.* Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) *March-in rights.* The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to [35 U.S.C. 203 and 210\(c\)](#), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, *provided*, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with [35 U.S.C. 202\(e\)](#) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; *provided*, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) *Communications*. See clause G-3, Designation of New Technology Representative and Patent Representative (NFS 1852.227-72).

(k) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include the clause in the NASA FAR Supplement at [1852.227-70](#), New Technology, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, research, design, or engineering work to be performed by other than a small business firm or nonprofit organization.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; *provided*, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

(End of clause)

I.8 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

**I.10 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION
(ARC 52.227-98) (OCT 2004)**

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

(END OF CLAUSE)

[END OF SECTION]

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

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

Attachment Number	Title	Date	No. of Pages
1	Statement of Work (SOW)	15 Jan 2015	28
2	Contract Data Requirements List	05 Nov 2014	17
3	Installation-Accountable Government Property List	07 Jan 2013	Spreadsheet
4	Contractor's IT Security Plan*	TBD	TBD
5	Contractor's Safety and Health Plan*	TBD	TBD
6	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
7	Small Business Subcontracting Plan*	TBD	TBD
8	Pricing Template Workbook – Exhibits 2-19*	TBD	1

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

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

Attachment Number	Title	No. of Pages
1	Core Position Descriptions/Qualifications	1
2	Proposal Cover Sheet (JA Form 038) - Exhibit 1	1
3	Pricing Template Workbook - Exhibits 2 - 19	1
4	Contract Facilities Capital Cost of Money (DD Form 1861)	17
5	Cover Letter and Past Performance Questionnaire	1
6	Facility Capital Cost of Money Computation (Form CASB-CMF)	9
7	Quarterly Contractor Financial Management Report (NF 533Q)	1
8	Monthly Contractor Financial Management Report (NF 533M)	2

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS****K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NO	DATE	TITLE
52.225-25	DEC 2012	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NO.	DATE	TITLE
None included by reference.		

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (OCT 2014)

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

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

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

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

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

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

___ (iii) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

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

___ (v) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

(End of Provision)

K.3 Certification Regarding Responsibility Matters (FAR 52.209-5) (APR 2010)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

K.4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JUL 2013)

(a) Definitions. As used in this provision—

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
- (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(END OF PROVISION)

K.5 Small Business Program Representations (FAR 52.219-1) (OCT 2014)

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

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

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

(1) Means a small business concern--

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

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

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern--

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

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

"Women-owned small business concern" means a small business concern--

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

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

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(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.

(c) Representations.

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

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that –

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

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

(d) Notice.

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

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

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

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

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

(END OF PROVISION)

K.6 Previous Contracts and Compliance Reports (FAR 52.222-22) (FEB 1999)

The offeror represents that—

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

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

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

(END OF PROVISION)

K.7 Affirmative Action Compliance (FAR 52.222-25) (APR 1984)

The offeror represents that—

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

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

(END OF PROVISION)

K.8 Prohibition on Conducting Restricted Business Operations in Sudan—Certification (FAR 52.225-20) (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
or
 - (6) Have been voluntarily suspended.
- (b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

K.9 Representation of Limited Rights Data and Restricted Computer Software (FAR 52.227-15) (DEC 2007)

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

- (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:
-
-

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

(END OF PROVISION)

K.10 Cost Accounting Standards Notices and Certification (FAR 52.230-1) (MAY 2012)

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

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

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

I. Disclosure Statement—Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

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

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

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

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

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

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

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

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

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

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(END OF PROVISION)

K.11 Proposal Disclosure—Cost Accounting Practice Changes (FAR 52.230-7) (APR 2005)

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

Yes No

If the offeror checked "Yes" above, the offeror shall—

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

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

(END OF PROVISION)

K.12 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (NFS 1852.209-73) (DEVIATION FEB 2012)

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

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

(End of provision)

K.13 CERTIFICATION BY OFFERORS REGARDING FEERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (NFS 1852.209-74) (DEVIATION FEB 2012)

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

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

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

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

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

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

(b) The offeror represents that –

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

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

(End of provision)

K. 15 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (NFS 1852.225-72) (FEB 2012)

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

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

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

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

PROVISION NO	DATE	TITLE
52.204-6	JUL 2013	DATA UNIVERSAL NUMBERING SYSTEM NUMBER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS— COMPETITIVE ACQUISITION
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-24	FEB 1999	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-1	APR 1984	SITE VISIT

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NO	DATE	TITLE
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.228-80	SEP 2000	INSURANCE – IMMUNITY FROM TORT LIABILITY
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION

1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY
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(END OF PROVISION)

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

- (a) Submission of certified cost or pricing data is not required.
 (b) Provide information described below: The Offeror shall complete the Price Template Workbook provided at J.1(b) Attachment 3.

(END OF PROVISION)

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

The Government contemplates award of a single Cost-Plus-Fixed-Fee (CPFF) contract with Core and ID/IQ Contract Line Items resulting from this solicitation.

(END OF PROVISION)

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

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

NASA Ames Research Center
 Jeremy Messer
 Mail Stop 241-1
 Building N241, Room 211
 P.O. Box 1
 Moffett Field, CA 94035-0001

- (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 PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

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

- (1) Date/Time: 03/19/2014 8:30 am – 11:00 am

(i) Location: Building 3, Showroom, Moffett Field, CA

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

(END OF PROVISION)

L.6 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

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

(b) Format.

(1) Offerors shall submit proposals through a combination of PowerPoint charts submitted for oral presentations and in three written volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Required Copies to NASA-ARC Addressed per SF33, Block 9		
	Original	Additional	Electronic
Cover Letter	1	5	2
Vol. 1, Mission Suitability Proposal	1	5	2
Oral Subfactors (slides)			
Technical Approach			
Management Approach			
Written Subfactors			
Technical Approach	1	5	2
Management Approach			
Small Business Utilization			
Vol. II, Past Performance Proposal	1	5	2
Vol. III, Cost Proposal	1	5	2

(2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:

- i. The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.

- ii. If applicable, include a complete description, and documentation, of any proposed teaming or other business arrangements. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties.
- iii. A statement that the proposal is firm for a period of not fewer than 180 days.
- iv. A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
- v. For the Oral presentation, provide a written draft list of names of the presenters, position titles, name of firm, and confirmation that all presenters are U.S. Citizens or Permanent Residents.
- vi. A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- vii. A completed response to Section B, "Supplies and/or Services to be Provided"
- viii. A completed response to Section G, "Submission of Voucher for Payment, NFS clause 1852.216-87.
- ix. A completed response to Section H, "Key Personnel and Facilities" NFS clause 1852.235-71.
- x. A completed response to Section I, "Rights to Proposal Data (Technical)", FAR clause 52.227-23.
- xi. A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".
- xii. A listing of the status of the most recent reviews of the Offeror's management system(s) (e.g., purchasing, accounting, property, estimating). Your listing must clearly identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The Offeror shall provide copies of the approvals.

(3) The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b), Attachment 3 are required to be saved and submitted in their Excel (.xls or .xlsx) format, not as a Portable Document Format (PDF) file.

(4) All proposal volumes shall be submitted in accordance with the instructions and to the address specified in Block 9 of the SF33 NO LATER THAN the date and time prescribed in Block 9 of the SF33.

(5) The oral presentation slides and pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (this information is exempt

from font size restrictions and may be placed in the header or footer). The table of contents shall list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, "Proposal Page Limitations", NFS Clause 1852.215-81.

(6) Two (2) electronic copies of the cover letter and each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB stick. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered the intended data. The electronic copies of the Cost Template Workbook in Section J.1 (b), Attachment 3, are required to be saved and submitted in Excel (.xls or .xlsx) format, not as a PDF file.

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

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

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

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

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

(e) Cost Proposal (Volume III). Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, FAR clause 52.216-1, "Type of Contract".

L.7 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

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

(b) Oral Presentation Media: Offerors shall create their presentation in Microsoft PowerPoint and provide this presentation in PDF file. The Government will provide the computer, software, projector, and screen to support the presentation of the PowerPoint file(s). Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors-Competitive Acquisition," as appropriate. The following apply to all slides:

- Slides shall contain Arial font text with the following minimum font sizes:
 - Slide titles: 24 point
 - Major bullets: 16 point
 - Sub-bullets: 14 point
 - Text in embedded graphics from other documents: 14 point equivalent
 - Text in images of buildings and/or other objects with logos are exempt from the minimum font size requirement.
- Avoid use of colors unless absolutely necessary.
- Consistently use the same font and sizes on all slides, and make colors consistent throughout the presentation.
- Use no Shadow fonts.
- Use a mix of upper and lower case (ALL CAPS is hard to read).
- Use thick lines when needed.
- Ideally, lettering should be black on a white/clear background, and use the same background on all slides.
- Minimum line spacing: 1 ½ point.
- Minimum margins: 3/4-inch top, bottom and sides.
- Include a slide number on each slide.
- The use of the Microsoft PowerPoint Notes feature is not allowed.

(c) The Offeror shall have the proposed Program Manager and up to 4 Key Personnel present the oral presentation (**limit five (5) presenters**). No other contractor personnel outside of the

Program Manager and the Offeror's Key Personnel may present at the oral presentation. Additional attendees beyond the five (5) presenters are not allowed. The Offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall be limited to 10 minutes which will count against the time limits for presentation. A final list of presenters shall be submitted to the Contracting Officer (Jeremy.r.messer@nasa.gov) 48 hours prior to the scheduled presentation. This list shall contain the information specified in L.6(b)(2)v. Once submitted, requests for changes, substitutions, or additions to the proposed presenters are not allowed.

(d) Within ten (10) business days after the closing date of the RFP, each Offeror will be notified of the date, time, and place for its oral presentation. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government's discretion).

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

(f) The Oral Presentations will be recorded by the Government. The Government will provide its own recording equipment. One copy of the recording will be provided to the Offeror if requested in advance.

(g) The length of the oral presentations shall be no more than 180 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against the time limit. The oral presentations shall specifically address each listed Section L evaluation subfactor.

Description	Time Limit (minutes)
Introduction/Presentation	90
Break	30
Presentation	90
Break	80
Proposal Clarification	5 minutes maximum per clarification, Limited based on the number of clarifications. Written clarifications may be substituted at the discretion of the Government.

(h) The oral presentation will be in the form of a briefing of the factors and subfactors identified in Section [L.9 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS](#). The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(i) The Offeror shall not provide any additional written material during the presentation and

clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions. The Offeror shall not use notes, written or electronic, during the presentation and clarification sessions.

(j) Proposal Clarification - During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the Offeror will be limited to only 5 minutes to respond to each request for clarification. Time for clarifications will not be counted against the Offeror's 180 minute presentation time limit.

(k) Discussions, as defined by FAR 15.306(d), will not be conducted or permitted during the oral presentation. The Offerors will not be informed of their strengths, deficiencies, or weaknesses during the presentation or clarification period.

(l) Slides are considered part of the Mission Suitability proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and cover all of the areas subject to their oral presentation.

(END OF PROVISION)

L.8 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998)

The following page limitations are established for the Oral and Written portions of the response submitted to this solicitation.

(a) The Offeror's Oral Presentation addressing Volume I of the proposal shall include the following elements limited as indicated:

INSTRUCTIONS FOR ORAL PRESENTATION

Proposal Component	Slides Limit
Title slides, Table of Contents, and/or cross-referencing matrices	No limit
Vol. I, Mission Suitability	90 slides for Sections A and B, as detailed below
A. Technical Approach: 1. Technical Understanding 2,3. Response to Case Study 1a, b 4. Response to Case Study 2 5. Response to Case Study 3 6. Technical Key Personnel	Included in Vol. I slide limit above

<p>B. Management Approach:</p> <p>1. Organizational Structure and Partnering Approach/Contract Management</p> <p>2. Response to Case Study 4</p> <p>3. Staffing, Recruitment, Retention, and Training</p>	<p>Included in Vol. I slide limit above</p>
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(b) The Offeror’s written submission addressing Volumes I, II, and III of the proposal shall include the following elements limited as indicated:

INSTRUCTIONS FOR WRITTEN SUBMISSION

Proposal Component	Page Limit ¹
Cover Letter ²	No limit
Vol. I, Mission Suitability	<p>15 pages for Sections A and B as detailed below</p> <p>20 pages for Section C, as detailed below</p>
A. Technical Approach	Part of Vol. I Section A and B page limit noted above
<p>Technical Key Personnel²</p>	<p>Included in Vol. I page limit above except for:</p> <p>Letters of Commitment and Combined resumes and Position Descriptions are not included in Vol. I page limit of 15 pages total for A. Technical Approach and B. Management Approach as noted above²</p> <p>Letters of Commitment shall not be more than one page per individual and Combined resumes and Position Descriptions shall not more than three pages per individual.</p>
Total Compensation Plan	No limit
B. Management Approach	Part of Vol. I Section A and B page limit noted above
<p>Organizational Structure/ Partnering Approach/ Contract Management²</p>	<p>Included in Vol. I page limit above except for:</p> <p>Letters of Commitment and Combined resumes and Position</p>

	<p>Descriptions are not included in Vol. I page limit of 15 pages total for A. Technical Approach and B. Management Approach as noted above²</p> <p>Letters of Commitment shall not be more than one page per individual and Combined resumes and Position Descriptions shall not more than three pages per individual.</p>
Case Study 4	Included in Vol. I page limit above
Phase In-Plan	Included in Vol. I page limit above
Organizational Conflicts of Interest Avoidance Plan	No limit
C. Small Business Utilization	20 pages
Small Business Subcontracting Plan	15 pages, included in Vol. I, Section C above
Commitment to Small Business	5 pages, included in Vol. I, Section C above
Vol. II, Past Performance Proposal	30 ³ pages
Vol. III, Cost/Price Proposal	No limit

¹ A written page is defined as one side of an 8 1/2" x 11" sheet, with one inch margins on all sides and shall contain text no smaller than 12 point Arial. Text contents shall be presented in two-column format. Foldouts are counted as equivalent numbers of 8 1/2" x 11" pages. A metric standard format most closely approximating the described standard size may also be used. Diagrams, charts, tables, and photographs shall contain text no smaller than 8 point Arial. Snapshots of webpages are exempt from this requirement. Offeror's shall print all documents double sided only.

² The Cover Letter section and those pages not included in the page limitations may be presented in a single column format.

³ This limit does not apply to Past Performance questionnaire responses

- (c) Information logically belonging in a specific section of the proposal will be so assigned and counted against that section's limitation.
- (d) If final proposal revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages/slides submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(END OF PROVISION)

L.9 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

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

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

The proposal submission format shall be aligned with the sequence of relevant factors and subfactors in this solicitation. Each proposal volume shall contain only information germane to that factor. The weights of factors and subfactors are presented in Section M.3.

I. Mission Suitability Factor (Volume I).

The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered.

(1) The evaluation will be based on the information presented in the Oral presentation and Written proposal.

(2) Offerors shall identify and discuss risk factors and issues throughout Volume I of the proposal, where relevant, and describe their approach to managing them.

The Mission Suitability Proposal shall address the following subfactors:

Para	Subfactor Title	Elements	Format
A	Technical Approach	1. Technical Understanding	Oral
		2,3. Case Study 1a,b – Air Traffic Management Simulation	Oral
		4. Case Study 2 – Quantum Computing	Oral
		5. Case Study 3 – Science	Oral
		6. Technical Key Personnel ¹	Oral
		7. Total Compensation Plan	Written

Para	Subfactor Title	Elements	Format
B	Management Approach	1, 2. Organizational Structure/Partnering Approach/Contract Management	Oral/Written ²
		3. Case Study 4 - Sustainability	Oral/Written ²
		4. Phase-In Plan	Written
		5. Organizational Conflicts of Interest Avoidance Plan	Written
		6. Staffing, Recruitment, Retention, and Training	Oral
C	Small Business Utilization	1. Small Business Subcontracting Plan	Written
		2. Commitment to Small Business	Written

¹With the exception of the written Letters of Commitment, resumes and Position Descriptions

²The components of the Oral and the Written Responses are detailed below

Note: The preceding outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as the Elements are not allocated discrete point values.

I.A. Technical Approach (Subfactor)

I.A.1. Technical Understanding – (Oral)

The Offeror’s proposal shall demonstrate comprehensive understanding of the Core and ID/IQ components of NAMS technical competency areas as described in the Statement of Work (SOW; Sections 3.1 through 3.3). All of the Core elements will be in the body of the Aeronautics directorate work (SOW section 3.1.1.1), in the areas of Air Traffic Management (ATM) Automation and Unmanned Aerial Systems (UAS) in the National Airspace (NAS), in the body of the Science directorate work and in the body of the Aeroflightdynamics directorate work. Additional ID/IQ tasks may also be developed for those areas. The submission must address the Offeror’s significant relevant research capabilities, associated curricula, and ability to operate at the leading edge of research and development. Realistic plans to acquire, develop, and retain the key external partnerships anticipated and necessary for the successful performance of NAMS should be included. Submissions should:

- a) Indicate how the proposed technical approach benefits from capabilities and institutional structures of the Offeror’s home institution
- b) Indicate the specific research areas where external partnerships could complement the technical skills necessary to fulfill the multidisciplinary goals of NAMS.

- c) Explain clearly how the Offeror's proposed operational structure and procedures affect productivity and successful outcomes for technical task orders.
- d) Describe how the Offeror will ensure staff are at the forefront of innovative, emerging knowledge/technology and indicate how operational practices encourage the adoption of novelty, as appropriate, to optimize technical performance.
- e) Discuss the Offeror's approach to maintaining quality assurance in the technical domain and include, minimally, a description of the nature and utility of proposed performance metrics, identification of risks, methods for their collection, analytical review procedures, and mitigation/improvement pathways.

See evaluation criteria in Section M, [I.A.1. Technical Understanding \(Oral\)](#)

I.A.2. Case Study 1a – Air Traffic Management Simulation Development (Oral)

The Aviation Systems Division conducts research and development in two primary areas: air traffic management, and high-fidelity flight simulation. For air traffic management, researchers are creating and testing automation concepts to allow for up to three times today's level of aircraft in the national airspace. For a promising concept, a multi-organization team is formed to plan, execute, and analyze the results of a series of real-time, Human-in-the-loop Simulations (HiTL) conducted in one of several ATM laboratories in the Division. Controller and pilot participants interact similarly to how they would in an operational environment. Researchers provide requirements for complex software components that emulate the new concepts on realistic work stations. The automation software, typically an add-on to an existing system, interfaces with the controller or pilot displays as necessary. At times, real Federal Aviation Administration (FAA) operational hardware is used in addition to emulated components, and must also be integrated into the HiTL system. The software must embody all desired functions as well as be robust enough to perform without noticeable failure through complex simulation runs with twenty or more controller and pilot participants. The software and requirements are refined in shake-down simulation periods of a few days each before a formal data collection HiTL. Due to the number of participants, the dates of the HiTLs are inflexible. If the concept is accepted by the FAA for potential deployment, the software and all associated documentation and results are transferred to them. This formal "Tech Transfer" package becomes a critical component of the FAA investment decision and national deployment strategy. In spite of the large number of legacy software systems, the Division constantly strives to improve its software quality by incorporating improved development processes and software technologies.

Describe the approach, strategies, innovations, resource synergies, priorities, and risk assessments to demonstrate a clear technical understanding of the development process for HITL software. In particular:

- a) The process for acquiring and/or providing the specific area(s) of expertise necessary to translate customer performance requirements into detailed software requirements, including a plan for iterative consultation.
- b) A recommended approach to software design, development, enhancement and maintenance, and configuration management. Responses should discriminate between: implementation of new requirements; implementation of new or improved algorithms; detecting, identifying, and fixing software issues; and iterative engineering to enhance performance, improve ease-of-maintenance, and/or increase reliability of the software.

- The discussion should address management of multiple baselines, concurrent modifications by multiple developers, and management of legacy software.
- c) The approach to integration of multiple ATC hardware/software systems. This approach should detail issues and resolutions regarding, but not limited to, implementations using different programming languages, operating systems, or hardware. The approach to negotiation and implementation of Interface Control Documents (ICDs) as hardware or software that may be developed by other organizations.
 - d) The proposed methods for verification and validation of the software, including functional and endurance testing. Detail procedures to be implemented ensuring software modifications are processed and annotated in accordance with relevant published NASA and Ames procedures (e.g., [NPR 7150.2A](#), [APR 7150.2](#)).
 - e) The approach described for documentation of software, automation tools, analysis tools, software development procedures, and the overall computing environment supporting the project. Also the approach to configuration management of the documentation.
 - f) Describe the necessary organizational structure to manage all the areas listed in a) through e) above. Indicate the process for managing and leveraging skillsets across this case study and the case study located at paragraph I.A.3. [Case Study 1b: Air Traffic Management Simulation Development \(Oral\)](#).
 - g) Identify and describe a project or the faculty/researchers/students in the Offeror's home organization capable of contributing to improvement of the software development process. Identify possible metrics for improvement or potential cost savings.

See evaluation criteria in Section M, [I.A.2. Case Study 1a – Air Traffic Management Simulation Development \(Oral\)](#)

I.A.3. Case Study 1b: Air Traffic Management Simulation Development (Oral)

NASA's Aeronautics Research Enterprise recently expressed a new vision of research priorities, for transforming the future of flight by advancing and applying emerging technologies. The NASA Aeronautics Research Plan (http://www.nasa.gov/aero/strategic_vision) details several areas of research focus. One has special relevance for NASA Ames: autonomy for the aviation domain. Safe and reliable implementation of automation and autonomy, particularly applied to unmanned aerial systems and remotely piloted vehicles, will revolutionize the use of airspace for both science and commerce.

Increasing emphasis on research and applications in autonomy may change the character and overall mix of technical work required during the contract's lifecycle. The Offeror shall discuss its approach for flexibly adapting, as may be required, and specifically:

- a) Describe an ongoing project in the autonomy/automation domain of immediate or potential relevance to NASA's new strategic directions in aeronautics and explain the rationale for this selection.
- b) Identify the faculty/researchers/students in the Offeror's home organization capable of contributing to progress toward autonomous operations and automation of conventional aviation functions.
- c) Present plans to complement existing in-house expertise with new partners, noting those deriving from non-traditional sources and thereby enabling hybridized research directions and expanded capabilities. These plans should describe the administrative mechanisms for combining and/or exchanging facilities, students, key personnel and the objective is research/technology development/development of ideas of mutual benefit to all performing parties.

- d) Describe the processes for attracting, selecting, incorporating, and managing partnering and collaborative exchange as well as procedures for appropriately discriminating intellectual property issues described.
- e) Specifically identify potential partners.

See Section M [I.A.3. Case Study 1b: Air Traffic Management Simulation Development \(Oral\)](#)

I.A.4. Case Study 2 – Quantum Computing (Oral)

The future of aerospace engineering will be directly affected by developments in the field of artificial intelligence (AI) and machine learning. Optimizing the complex operations of near-Earth spacecraft and coordination of the thousands of aircraft within the National Airspace System to achieve capacity goals will require significant advances in computing and machine-learning/intelligence. The solution capability required of current NASA computational assets will likely require new approaches to solving complex optimization problems. Quantum computing techniques may be useful in discovering approximate solutions to NASA's mission-related challenges. The efficacy of traditional heuristic approaches is generally determined by comparing their performance on benchmark problem sets. Practitioners constantly try to find new and better techniques.

Radical breakthroughs in AI require radical new approaches. Quantum computing is the leading radical new approach. One specialized type of quantum computational device, the quantum annealing machine, is designed to solve selected discrete combinatorial optimization problems using a physical process that harnesses quantum mechanical effects not available to conventional computers. Such effects depend on the probabilistic nature of the basic computational unit used in quantum computing machines, the qubit, that is capable of representing more than just a "0" or "1" state. The processors in such state-of-the-art machines are composed of superconducting metals and are natively probabilistic.

This Case Study requires Offerors to independently select and describe an optimization problem in an aerospace domain that they believe to be of critical interest to NASA. Responses shall additionally present an overall approach for the envisioned progress towards the problem's solution, detailing the rationale for applying quantum-computing capabilities to the selected problem.

Responses shall include a clear description of the process(es) proposed for generating optimal solutions of the chosen problem, for generating the underlying model of the problem, and for analyzing the performance of the quantum annealing algorithms applied both theoretically and via quantum simulations.

Specific Requirements and Instructions

Offerors shall demonstrate familiarity with NASA research and technology priorities by identifying a key technical problem relevant to optimization and propose an approach to address this challenge using quantum computing techniques. Characteristics of an appropriate problem are that it must present a challenge, from the point-of-view of combinatorial search, and potentially inform and advance the current state-of-the-art in probabilistic computing.

Describe the technical approach to model decomposition and embedded tasks for the selected problem. Offeror's shall clearly explain how the proposed combinatorial optimization problem can be separated into sub-parts for recursive analysis.

The Offeror shall describe the unique contribution of quantum annealing algorithms to identifying sub-solutions and global solutions in a relevant aerospace domain. The general approach to implementing quantum-computing techniques to the proposed problem must be described.

Specifically:

- a. The statistical nature of quantum computing approaches shall be discussed and how the problem will be decomposed into solvable parts as well as how it will generate global optima.
- b. Describe how the specific application of quantum computing capabilities will be a "best fit" to the identified problem.
- c. Explain how the quantum computing approach will be baselined against conventional computational approaches.
- d. Explain how this novel quantum computing work will foster dynamic intellectual engagement among faculty/students of relevant academic institutions and senior NASA researchers.
- e. Describe the process for identifying and evaluating complementary sources of intellectual capital and research talent in conventional and quantum computation that may not be known to NASA and are potentially unknown to your organization at this time. This should include how, based on the selected quantum-computing optimization problem, you will fill identified existing knowledge gaps in-house staff with expertise from the external community of research in quantum computing applications. Characterize the expected benefits to Ames from the productive interactions among government, industry, and academia.
- f. Describe how such partners once identified will be integrated with your in-house staff, facilities, and organizational processes to maximize the successful outcome of the state-of-the-art theoretical and applied research required to address the quantum computing task. Address how the Offeror will assign and manage roles and responsibilities across the in-house project team and its external partners to enable practical outcomes from this quantum computing research. Provide detail regarding the administrative mechanism(s) that the Offeror will use to initially engage and ensure ongoing collaborations with the identified external partners. Describe approaches for conducting cross-organizational communications to manage both strategic goals as well as tactical, day-to-day activity.
- g. Describe your process for the sharing resulting data and reports across the joint in-house and partner team including appropriate data control and review processes.

See evaluation criteria in Section M, I.A.4. Case Study 2 – Quantum Computing (Oral)

I.A.5. Case Study 3: Science Sample Task (Oral)

Uncertainties in the rate and potential impact of global environmental change in this century make it imperative to identify and maintain essential Earth observations at spatial and temporal scales that will inform Earth science and support resource management and policy decisions in the public interest. Given constrained budgets at all levels of government, it is essential to

consider future Earth observations from aircraft and space using smaller, lower cost systems than those of the last century.

Earth science missions bring a marriage of instrumentation plus a platform vehicle best suited to capture field observations, condition-dependent flight planning and intelligent data analysis in order to meet science objectives. The recent rapid development of technical capabilities, particularly at ARC, for small satellites and remotely piloted airborne systems provides an opportunity to explore new ways to obtain science-quality Earth observations at low cost.

The Offeror should demonstrate an understanding of the NASA Earth Science program, the scientific focus areas and the opportunities for proposing new capabilities in support of NASA goals. The primary elements of the Earth Science program are research and analysis, applied science, flight missions, under which Earth Venture missions are solicited, and the Earth Science Technology Office, which invests in new Earth observing instrumentation, advanced component technologies and advanced information systems.

Responses to this case study shall specifically address missions and projects solicited by NASA's Earth Venture program or by the ESTO (Earth Science Technology Office) InVEST program, including elements of airborne observations, small satellite observations, instrument development, and cubesats in the pursuit of advancing scientific knowledge.

In response to this case study, Offerors shall describe a mission concept which could be proposed to a solicitation. Any concept proposed shall:

- Identify how the mission concept would clearly advance NASA science goals as well as enhances the ability of ARC Earth Science Division researchers to win proposal awards as Principle Investigators.
- Identify how the concept proposed would enhance the abilities of ARC researchers to publish science results as lead authors.
- Document an understanding of the capabilities of small satellites and unmanned aircraft systems, including cubesats, for use in Earth observations that address NASA's Earth Science program needs (<http://science.nasa.gov/earth-science/>). Systems include both platform and the space-based or airborne instrumentation, using experimenter interface software to optimize scientific return on investment.
- Identify how the concept proposed would result in the establishment of ARC scientists as lead investigators of major research activities for NASA.
- Define key roles and responsibilities between and among team members, as well as benefit to ARC Earth Science researchers.

See evaluation criteria in Section M, [I.A.5. Case Study 3: Science Sample Task \(Oral\)](#)

I.A.6. Technical Key Personnel (Oral)

The Offeror shall describe its approach and rationale for key personnel and address the following:

- a) Key positions for those research areas specified in the SOW, section 3.3, including the allocation of those positions between the prime and any proposed subcontractors
- b) Rationale for each position designated as key

- c) Position Descriptions including authorities, assignments, experience, and skills required of Key Personnel
- d) Names of individuals assigned to key technical positions, percentage of their time allocated to this contract, rationale for percentage of time to be allocated, Letters of Commitment and resumes
- e) Evidence of long-term commitment by those individuals named in d) to prior major contracting efforts, as demonstrated by employment stability, performance awards, and absence of adverse personnel actions

See evaluation criteria in Section M, [I.A.6. Technical Key Personnel \(Oral\)](#)

I.A.7. Total Compensation Plan (Written)

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, to provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71 as defined by FAR 22.1102 and 29 CFR 541. The plan should include the following information:

- a) Personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541
- b) Salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions, the amount of those contributions as a percentage of the total cost of the benefit, and how these factors compare in the local employment market
- c) 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

See evaluation criteria in Section M, [I.A.7. Total Compensation Plan \(Written\)](#)

I.B. Management Approach (Subfactor)

The Offeror shall describe its management, contract management, partnering, and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW throughout the lifecycle of the contract.

I.B.1. Organizational Structure/Partnering Approach/Contract Management (Oral)

- a) Provide a chart illustrating the Offeror's organizational structure and Key Personnel. Include the following:
 1. Identify all Technical Key positions and all Management Key Personnel by title. Show clearly all interfaces with NASA.

2. Address how the organizational structure provides clear internal and external lines of authority. If multiple organizations, including subcontractors, are proposed, explain the relationships between these organizations. Identify associated authorities, roles, and responsibilities for the continuity and integration of internally and externally provided contributions.
3. Specify where decision-making authority for this contract fits in the Offeror's organizational structure and technical/administrative decision-making hierarchy.

b) Define and describe communication pathways and procedures for informing the Government in a timely manner of identified risks with the Offeror's performance of management functions, core technical work, and ID/IQ task orders and the range of proposed mitigations. These plans shall be consistent with those outlined in the Technical Approach Oral presentation(s) (see [L.9 I.A.1. Technical Understanding – \(Oral\)](#)) for tracking technical cost/performance quality, customer satisfaction, and risk.

c) Address the administrative procedures enabling timely, efficient and cost-effective:

- (1) Contract or task modifications,
- (2) Hiring and separation of personnel (including foreign nationals),
- (3) Continuous employee training,
- (4) Simultaneous tracking of labor, cost, schedule, milestones, and risks within multiple diverse task elements,
- (5) Subcontract management, and
- (6) Initiation of vendor agreements.

d) Address challenges in attracting and retaining high caliber key personnel and technical employees, paying particular attention to addressing the challenges of competing in the regional economic/employment environment.

e) Demonstrate how the Offeror, incorporating input from NASA, will develop integrated, multidisciplinary plans and schedules providing overall management and oversight of all resources within and across tasks to leverage capabilities and expertise, avoid unnecessary duplication of effort and successfully deal with inevitable variability of task order activity and start-up/close-out of contract tasks.

See evaluation criteria in Section M, [I.B.1. Organizational Structure/Partnering Approach/Contract Management \(Oral\)](#)

I.B.2. Organizational Structure/Partnering Approach/Contract Management (Written)

- a) Provide a detailed description of each management role, at all levels, addressing:
 1. Their responsibility, authority, and degree of autonomy in contacting officials of the Offeror's organization.
 2. The nature of support (resources and staff) under or within their direct control including utilization and potential redirection of subcontractor resources.
 3. Process(es) to be followed in obtaining resolution when the scope of individual authority is insufficient for contract/task performance requirements and/or when conflicts arise.
- b) Provide resumes and Letters of Commitment for key management personnel and evidence of long-term commitment to prior major contracting efforts, as demonstrated by employment stability, performance awards, and absence of adverse personnel actions
- c) Provide a detailed discussion of relevant resources, facilities, and personnel which may be

- made available by the Offeror's institution and the process(es) for their inclusion.
- d) Provide a detailed discussion of process(es) for developing partnerships to contribute resource, facilities, and personnel from external institutions and subject matter experts to fulfill, complement, and advance contract performance.
 - e) Demonstrate effective understanding of the value of rapid, responsive management decisions and immediate engagement between management and technical personnel. Explain the Offeror's plan for a physical management workspace, whether collocated or remote, and how this will support regular on-site interactions. Note: The Government currently has no plans to provide office space for contract management functions.

See evaluation criteria in Section M, [I.B.2. Organizational Structure/Partnering Approach/Contract Management \(Written\)](#)

I.B.3. Case Study 4: Sustainability (Oral, Written)

Many definitions of sustainability are used to assess, plan, and optimize business, research, and engineering practice. For the purpose of this Case Study, a broad and comprehensive definition encompassing economic, social, and environmental factors, and acknowledging their interdependence, applies.

NASA Ames seeks to advance its sustainability practices, and benefit from productive and mutually beneficial partnerships with organizations sharing consonant attitudes and goals. Performance of the NAMS scope of work, both technical and management, includes many choices impacting cost (economic), personnel, their interactions, and the outcomes of their work (social). The conduct of NAMS Core and IDIQ tasks necessarily involves acquisition of materials and goods (life-cycle assessment, waste management, re-use), transportation (commuting and long distance travel or telework), and workspaces (energy and water utilization). Efforts which lead to reduced costs, enhanced social benefit, environmental stewardship and those leading to increased efficiency and satisfaction in contractor-to-Government interactions will inherently increase the sustainability of the NAMS contract.

Offerors are asked to present and discuss their institutional capabilities and experience related to sustainability with reference to the economic, social, and environmental perspective.

Oral presentation:

Offerors shall illustrate their expertise by providing a comprehensive overview of the intent, implementation, and accomplishment of a project underway or undertaken recently. This presentation should summarize the project rationale, implementation and outcomes.

Written submission:

Offerors shall reveal both institutional and contract specific capabilities, through detailed exposition of the project presented in the Oral session and additional projects. In-depth written description of the project(s) shall include inception and rationale, goals and applicable metrics, implementation, data acquired and analyzed, and outcomes.

Projects such as these, listed below, as well as many others not specifically listed here, may be appropriately responsive:

- the means by which the Offeror ensures accessibility of financial and technical performance metrics, thereby facilitating transparent and trusted communication with NASA and/or external organizations engaged to augment the Offeror's in-house

- capabilities
- the interoperability of tracking/reporting/assessment methods, enabling dynamic access and immediate visibility to both Offeror and NASA for cost, performance, and scheduling matters
- the Offeror's plan for technical/cost performance risk analysis and mitigation in the implementation of continuous quality assurance, customer satisfaction, and employee, workplace, and product/service safety
- integrated safety and environmental stewardship plans, including applicable standards and reporting practices
- employee recruitment, training, benefits
- workplace flexibility programs enhancing productivity, reducing transportation impacts, and lowering traditional fixed office costs
- development and retention of adequate operational breadth and depth to manage resources and accomplish required Core and ID/IQ tasks
- 'green' and 'bio-based' purchasing programs, environmental management plans, hazardous materials management standards and energy/water/waste reduction targets
- identification and use of on-site, remote, and virtual facilities
- the Offeror's plans for ensuring sustained intellectual leadership in the Core and ID/IQ contract performance requirements and maintenance of managerial and staff excellence throughout the contract lifecycle

See evaluation criteria in Section M, [I.B.3. Case Study: Sustainability \(Written\)](#)

I.B.4. Phase-in Plan (Written)

The Offeror shall describe its phase-in plan including discussion of:

- a) Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks.
- b) Proactive approaches to ensuring efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel.
- c) Proposed roles, responsibilities, and availability of key (or other) personnel participating in phase-in activities, indicating their title and function and the rationale for their phase-in duties.
- d) The number of incumbent contractor employees expected to be offered continuing positions, presenting the rationale supporting this estimate.
- e) The Offeror's policy for maintaining and/or substituting employment benefits provided to incumbent employees who may be offered continuing employment by the Offeror (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

See evaluation criteria in Section M, [I.B.4. Phase-in Plan \(Written\)](#)

I.B.5. Organizational Conflicts of Interest Avoidance Plan (Written)

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures regarding handling

and non-disclosure of sensitive data in conformance with ARC 52.227-93 Management and Protection of Data and ARC 52.227-96, Handling of Data as well as all the requirements identified in Section H, paragraph H.15 “Organizational Conflicts of Interest and Limitation on Future Contracting” and Section I, paragraph I.1 (NFS 1852.237-72, “Access to Sensitive Information”). The plan shall detail appropriate safeguards and ensure these are in place relative to the Offeror’s understanding of all described contract requirements and its proposed implementation methods. The Plan shall acknowledge and describe approaches to fully resolve all potential issues of impaired objectivity.

See evaluation criteria in Section M, [I.B.5. Organizational Conflict of Interest Avoidance Plan \(Written\)](#)

I.B.6. Staffing, Recruitment, Retention and Training (Oral)

The Offeror shall describe its staffing, recruitment, retention and training approach(es) and their underlying rationale(s) as they relate to the SOW. Include the following topics:

- a) Proposed approach to providing the staffing (skill mix) necessary to perform the requirements defined in the SOW, Contract Management, Technical Core Elements, and ID/IQ Task Orders. Include the assignments and the skills required for other-than-key personnel and the plan for incumbent skill retention.
- b) Recruitment and retention plans and methods.
- c) Challenges and difficulties anticipated in fulfilling contract staffing requirements and mitigation plans.
- d) Specific processes for hiring and retaining uniquely qualified individuals who are not US citizens or permanent residents. Provide the Offeror’s home organization’s process for compliance with export control regulations.

See evaluation criteria in Section M, [I.B.6. Staffing, Recruitment, Retention and Training \(Oral\)](#)

I.C. Small Business Utilization (Subfactor)

All Offerors, except small businesses, shall complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All Offerors are required to respond to the Commitment to the Small Business Program.

See evaluation criteria in Section M, [I.C. Small Business Utilization \(Subfactor\)](#)

I.C.1. Small Business Subcontracting Plan (Written)

Small Business Subcontracting Plan (the Plan) required by the FAR:

- a) This solicitation contains FAR Clause 52.219-9, “Small Business Subcontracting Plan” and its Alternate II. The Plan described and required by the clause, including the

associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the proposal.

- b) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

Small Businesses (SB)	23.00%
Small Disadvantaged Business (SDB) Concerns	5.00%
Women Owned Small Business (WOSB) Concerns	5.00%
Veteran Owned Small Business (VOSB) Concerns	2.00%
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	2.00%
HUBZone Small Business Concerns (HBZ)	1.00%
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI)	2.00%

- c) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the Offeror should discuss the revised timeline for meeting these goals.
- d) Offerors are encouraged to propose goals equivalent to or greater than those recommended by the Contracting Officer. However, Offerors must perform an independent assessment of the small business subcontracting opportunities.
- e) The Plan submitted with the proposal shall be incorporated in Section J as J.1(a) Attachment 8 in any resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000. Although first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.
- f) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals expressed in paragraph (a)(1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether the Plan is acceptable. Offerors shall discuss the rationale for any goal proposed at less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror anticipates during contract performance to increase participation in that category.
- g) In addition to submitting the Plan in accordance with Section I, FAR Clause 52.219-9, Alternate II, Offerors shall complete Table L.D1-1, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, providing a breakdown of the Offeror’s proposed goals by small business category expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the sample exhibit below to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Subcontracting Goals as expressed in both Contract Value and subcontract value for a contract proposed at \$100M and estimated subcontracts of \$50M:

Table L.D1-1, SMALL BUSINESS SUBCONTRACTING PLAN GOALS

	Column A	Column B	Column C
Business Category	Goal as Percent of Contract Value	Dollar Value to be Subcontracted per Category	Goal as a Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
Large Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent

The following Small Business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.

Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities/Minority Institutions	1.5 percent	\$1,500,000	3 percent

It is recommended Offerors first complete Column B, entering the dollar amount proposed for subcontract in each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = \$2,500,000 divided by \$100,000,000, or 2.5%.

To complete Column C, divide the corresponding amount in Column B by the amount in the “Total Dollars to be Subcontracted” cell in Column B. In the example above, Column C for Women-Owned Small Businesses = \$9,000,000 divided by \$50,000,000, or 18 percent.

Note: the “Total Dollars to be Subcontracted” amount in Column C will always be that category divided by itself (100 percent if any dollars are subcontracted).

I.C.2. Commitment to the Small Business (Written)

- a) Offerors shall briefly describe work that will be performed by small businesses. Proposals should also identify any “high technology” work to be subcontracted. This is defined as research and development efforts lying within or advancing the state-of-the-art in a technology discipline performed primarily by professional engineers, scientists, highly skilled and trained technicians or specialists, and/or advanced students. The choice to subcontract this work shall be supported by documentation clearly demonstrating the capability of the small business selected to perform the work to applicable standards.
- b) The Offerors must identify specific work subcontracted to particular categories of Small Business(s) and specify the extent of their commitment to use the subcontractor(s) enforceable vs. non-enforceable commitments. (Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)
- c) Offerors shall provide information demonstrating the extent of their commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structures for the purpose of Small Business outreach and assistance, such as participation in the Mentor Protégé program, counseling, market research and Small Business identification, and stream-lined purchasing procedures. (For Large Business Offerors, this information should conform to applicable portions contained in the Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

II. Past Performance Factor (Volume II)

The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its major subcontractors, specifically in the areas of technical performance, contract management, and corporate management responsiveness. For purposes of this solicitation, “major subcontractors”, is defined as subcontracting dollars of \$2,000,000 or more for any single year or \$5,000,000 or more covering a performance period of three (3) years. For purposes of this solicitation, “Offeror” and “major subcontractor” include predecessor companies. If the Offeror or major subcontractor does not possess references specified by these definitions, references indicative of past performance shall be provided to the maximum extent possible.

As a minimum, the Past Performance Proposal shall include the following:

(1) A list of not more than four (4) relevant contracts (Government and/or industry contracts), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for any major subcontractor, completed in the past three (3) years or currently on-going, involving types of related effort. Include identifying contract numbers; indicate the Government agency or industry placing the contract; Contracting Officer name, telephone number, and email address; and a brief description of Offeror's portion of the work with the associated total dollar value. Industry contracts involving subcontracting to a prime contract awarded by a Government agency may be included.

(2) For each cost-type contract identified in paragraph (1) above, specify the amounts of and explain the reason for cost under-runs or over-runs, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally estimated.

(3) For each of the contracts identified in paragraph (1) above, identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations.

(4) For each of the contracts identified in paragraph (1) above, explain any schedule slips.

(5) Specific information is required from the Offeror and proposed major subcontractors, past and active customers as identified in subparagraph (1) above.

(6) The Government reserves the right to require additional past performance information from predecessor companies, key personnel with relevant experience, subcontractors deemed critical by the Government and/or any organization substantially contributing to the proposed contract or possessing the potential to significantly impact performance of the proposed contract.

The Government reserves the right to use data provided by the Offeror and that obtained from other sources.

(7) The major areas to be evaluated for this Factor are Relevant Technical Performance, Contract Management, and Other Information.

See evaluation criteria in Section M, [II. Past Performance Factor \(Volume II\)](#)

II.A. Information Provided by Offerors and Major Subcontractors

Information regarding relevant Technical Performance, Contract Management, and Other Information shall be supplied by the Offeror and major subcontractors for the reference contracts identified in Past Performance subparagraph II.(1) including information as specified below.

II.A.1. Relevant Technical Performance

The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

Describe previous experience with contracts similar in scope and complexity to the work contemplated in this RFP, including the rationale for determining the previous experience is relevant. Show specifically:

- a) Experience with technical areas described in the SOW. Previous experience may address any of the following:
 - o Aeronautics
 - o Earth Science

- Information Systems
 - Human Factors
 - Space Science
- b) Experience with developing and maintaining partnerships with external organizations in support of contract technical performance requirements described in the SOW. Describe the process(es) for identification of complementary potential partners addressing knowledge gaps and/or providing useful extensions to existing expertise/facilities. Describe how a sustainable mechanism for partnership and collaboration was established. Describe how these facilitated partnerships specifically impacted the successful outcome of the project. Relevant experience may include any or all of the following:
- Academia
 - Industry
 - Other Government Agencies
- c) Compliance with technical, and schedule requirements; flexibility and effectiveness in dealing with changes to same
- d) Innovative and resource-efficient solutions to satisfy requirements and/or accelerate the schedule
- e) Approach to dealing with rapid turnaround and high-priority requirements
- f) Experience with Science Technology Engineering and Math (STEM) Education and Public Outreach (EPO)

II.A.2. Contract Management

The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation of each of the following topics:

- a) Ability to simultaneously manage tasks of varying size, scope, technical subject matter, and activity level
- b) Ability to attract and retain high-caliber key personnel and technical employees
- c) Qualifications, effectiveness, and authority/autonomy of on-site contract management personnel
- d) Ability to identify and resolve issues proactively and cooperatively
- e) Effectiveness of cooperation between the Offeror's home institution and local contract management in performance of the contract

- f) Management of the phase-in period: efficient continuation of operations during contract turn-over, retention rates for incumbent technical personnel, technical milestones met or slipped, and/or other pertinent issues.
- g) Subcontract management, including meeting subcontract goals.
- h) Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints
- i) Accessibility and accuracy of management systems data: cost tracking, milestones, risks, etc.
- j) Employee safety record
- k) Effectiveness of communications and definition of roles and responsibilities for all parties (partners, subcontractors).

II.A.3. Other Information

For all relevant contracts identified in II.(1) above, and for all NASA contracts completed within the last three years or active for at least one year, the Offeror and major subcontractors shall:

- a) Describe any serious performance problems, termination for default, and any regulatory or safety violations associated with contractor performance.
- b) Explain any cost or schedule slips and steps taken to mitigate the impact of these.
- c) Describe how the Offeror identifies cost, schedule, and/or performance risks and resolves same.
- d) Provide examples of innovative methods implemented that resulted in cost savings to the customer.
- e) Discuss any overruns in direct or indirect overhead rates and their impact.

II.B. Past Performance Questionnaires

The following information shall be supplied by each Offeror and major subcontractor. All information requested shall pertain to contracts with relevant technical requirements and/or comparable in size and complexity to the contract anticipated by this solicitation. Information shall concern only the Offeror or their major subcontractor proposed to perform work under the NAMS contract, if awarded. **Each Offeror shall ensure their customers return questionnaires directly to the Government 10 days prior to the proposal due date. Late submissions will not be accepted.** If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. Questionnaires will not be counted against the proposal's page limitation.

1. Each Offeror and major subcontractor shall complete Section 1 of the Past Performance Questionnaire identified in Section J.1(b) Attachment 5 for each reference identified in paragraph 2 below.

2. Each Offeror and any proposed major subcontractor shall send Past Performance Questionnaires to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of no more than four (4) relevant contracts (government and/or industry), each in excess of \$10,000,000 total contract value for the prime and each in excess of \$3,000,000 total contract value for the major subcontractor, completed in the past three (3) years or currently on-going and involving types of related effort. All Past Performance Questionnaires shall be drawn from Section L.10,(b) "Past Performance Factor" (Volume II) (1) list above.
3. **No Later Than 20 Feb 2014** each Offeror shall email a list of contracts from whom the Offeror's team (Offeror and any proposed major subcontractor/s) have requested past performance information to the NASA Ames Research Center Contracting Officer at Jeremy.R.Messer@nasa.gov .

III. Cost Proposal (Volume III)

1. INTRODUCTION

Offerors' cost proposals shall consist of estimated costs and proposed fee for the Phase-in and Core Requirements. Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror.

The Government assumes adequate cost/price competition will exist thereby negating the need for the certification of cost and pricing data with this proposal submission (See FAR 15.403-1).

The Offeror's cost proposal shall be submitted in one volume labeled "Volume III Cost Proposal". To ensure the Government is able to perform a fair assessment of the proposed pricing, a responsive submission shall:

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

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required in the templates.

However, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein and provide supporting information to explain the basis of estimate for the proposed amounts.

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

In addition to the prime Offeror submitting a cost proposal, any major subcontract with a potential estimated total value in excess of \$1,000,000 for the five year inclusive effort shall also submit a cost proposal following the specified format.

Cost proposals shall be submitted using Government provided cost templates described below. The templates are included as J.1(b) Attachment 3, "Cost Template Workbook."

Prospective Major Subcontractors shall submit their Cost Proposals through the Prime Offeror. If a Major Subcontractor does not wish to reveal proprietary data to the Prime Offeror, it may provide its fully detailed Cost Proposal in a sealed envelope and also provide a "sanitized" version to the Prime Offeror showing only a summary of the proposed cost and fee. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

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

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%.

2. EXCEL COSTING MODEL (ECM) FILE

Format: In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook are:

- Exhibit 1: Proposal Cover Sheet (J.1(b) Attachment 2, not in workbook)
- Exhibit 2: Summary of Proposed Cost and Fixed Fee
- Exhibit 3: Summary of Elements of Cost –Core Contract Management
- Exhibit 3A: Summary of Elements of Cost – Core Contract Management (Major Subcontractors)
- Exhibit 4: Summary of Elements of Cost – Core Technical Elements Aeronautics Directorate
- Exhibit 4A: Summary of Elements of Cost – Core Technical Elements Aeronautics Directorate (Major Subcontractors)
- Exhibit 5: Summary of Elements of Cost – Core Technical Elements Aeroflightdynamics Directorate
- Exhibit 5A: Summary of Elements of Cost – Core Technical Elements Aeroflightdynamics Directorate (Major Subcontractors)

Exhibit 6: Summary of Elements of Cost – Core Technical Elements Science Directorate

Exhibit 6A: Summary of Elements of Cost – Core Technical Elements Science Directorate (Major Subcontractors)

Exhibit 7: Summary of Proposed Direct Labor Rates

Exhibit 8: Summary of Key Personnel Labor Rates

Exhibit 9: Direct Labor Cost Summary –Core Contract Management

Exhibit 10: Direct Labor Cost Summary – Core Technical Elements

Exhibit 11: Summary of Indirect Cost Rates

Exhibit 12: Overhead and/or Fringe Benefits

Exhibit 13: General and Administrative Expense (G&A)

Exhibit 14: Minor Subcontractor Template

Exhibit 15: Fringe Benefits Analysis of Compensation Package

Exhibit 16: Personnel and Fringe Benefits Policies

Exhibit 17: Incumbency Assumptions

Exhibit 18: Phase-In Template

Exhibit 19: Schedule of Subcontracts

Formulas: All formulas used in the workbooks shall be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks shall contain no macros or hidden cells.

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

3. COST PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost/price proposal. In addition to the hardcopy requirements of the preceding section, each Prime Offeror and Major Subcontractor is required to submit its ECM and any other electronic cost data, including formulas, on CD(s) or USB flash drive.

Exhibit 1, Proposal Cover Sheet (Required of Prime and Major Subcontractors):

A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 2 shall be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) office and, if applicable, the cognizant Defense Contract Management Agency (DCMA) office in Section 8 of the form, as well as proposal page references in Section 7e of the form, for the cost/price information submitted.

Exhibit 2, Summary of Proposed Cost and Fixed Fee (Required of Prime and Major Subcontractors): This exhibit includes the total cost, total proposed fixed fee, total cost plus fee, and a grand total broken out by phase-in period, individual contract years, total excluding phase-in period, and grand total.

Exhibit 3, Summary of Elements of Costs – Core Contract Management (Required of Prime only): This exhibit summarizes the elements of cost

(excluding fee) by contract year for each period of performance of the contract (base and options) for contract management. Details of the various elements of cost shall be shown.

Exhibit 3A, Summary of Elements of Cost – Contract Management (Required of Major Subcontractors only if Contract Management Personnel are proposed):

This exhibit is similar to Exhibit 4, but has been modified for use by Major Subcontractors in lieu of Exhibit 4. This exhibit summarizes the elements of costs, including fee and facilities capital cost of money (if applicable) by contract year for the various periods in the contract (basic and options) for the contract management. Details of the various elements of cost are to be shown in the exhibit provided by the subcontractor in the sealed envelope. In its “sanitized” version, provided to the Prime Contractor, the subcontractor may limit the information in this exhibit to the Productive Labor Hours, Total Cost and proposed fee if it chooses.

Exhibits 4, 5 and 6, Summary of Elements of Cost – Core Technical Requirements (Required of Prime only):

These exhibits summarize the elements of cost (excluding fee) by contract year for the period of performance of the contract (base and options) for the core technical requirements: Aeronautics (Code A), Aeroflightdynamics (Code Y) and Science (Code S), respectively. Details of the various elements of cost are to be shown in the exhibits. For purposes of proposal submissions, Offerors shall use the values in the following charts of Other Direct Costs (ODCs) in each of the Exhibits. These estimates are intended to cover such items as materials, supplies, equipment, travel and training.

These amounts represent the Government’s current best estimate of contract requirements.

These are the amounts to be used for Aeronautics (Code A), and Aeroflightdynamics (Code Y) in Exhibits 4 and 5, respectively.

Description	Year 1 (11 months)	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Travel	\$40,334	\$44,000	\$44,000	\$44,000	\$44,000	\$216,334
Supplies	\$18,333	\$20,000	\$20,000	\$20,000	\$20,000	\$98,333
Other	\$12,833	\$14,000	\$14,000	\$14,000	\$14,000	\$68,833
Total ODC	\$71,500	\$78,000	\$78,000	\$78,000	\$78,000	\$383,500

These are the amounts to be used for Science (Code S) in Exhibit 6.

Description	Year 1 (11 months)	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Travel	\$40,000	\$45,000	\$47,000	\$50,000	\$50,000	\$232,000
Supplies	\$65,000	\$68,000	\$68,000	\$70,000	\$70,000	\$341,000
Other	\$0	\$0	\$0	\$0	\$0	\$0
Total ODC	\$105,000	\$113,000	\$115,000	\$120,000	\$120,000	\$573,000

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror’s normal accounting practice to do so, include these costs in the base used to compute the General and Administrative (G&A) or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for resultant pricing. Provide sufficient detail to explain how the proposed amounts are derived.

Exhibits 4A, 5A and 6A, Summary of Elements of Cost – Core Technical Requirements (Required of Major Subcontractors only): These exhibit are similar to Exhibits 4, 5 and 6, but have been modified for use by Major Subcontractors in lieu of Exhibits 4, 5 and 6. These exhibits summarizes the elements of costs, including fee and facilities capital cost of money (if applicable) by contract year for the various periods in the contract (basic and options) for the core technical requirements. Details of the various elements of cost are to be shown in the exhibits provided by the subcontractor in the sealed envelope. In its “sanitized” version, provided to the Prime Contractor, the subcontractor may limit the information in these exhibits to the Productive Labor Hours, Total Cost and proposed fee if it chooses.

Exhibit 7, Summary of Proposed Direct Labor Rates (Required of Prime and Major Subcontractors): This exhibit summarizes the Offeror’s proposed direct labor rates for both Contract Management and Core Technical Requirements.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the Core Technical Requirements to the SLCs using the guidelines provided (see J.1 (b) Attachment 1). SLCs are intended to broadly group proposed labor into a manageable number of categories.

For Contract Management, it is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet NAMS contract requirements. The Offeror shall propose all resources required to successfully meet these requirements.

In the “LABOR CATEGORY – Offeror’s” column, list all labor classifications included in the proposal by titles from the Offeror’s estimating system. Each of the Offeror’s labor categories for the Core Technical Requirements shall be mapped to the NASA Standard Labor Category.

The "WYE" Column shall include all proposed WYE per SLC. The "Base Period Proposed Labor Rate" is the Offeror's proposed composite labor rate starting in Contract Year 1.

The Offeror's proposed escalation rates for direct labor for Years 2 through 5 are to be shown in the row titled "Proposed Escalation Percentage (%)" in the columns for proposed direct labor rates in the yellow highlighted cells.

The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates differing from the Government Rate of Change.

Calendar Year	Rate of Change
2015	2.8%
2016	3.0%
2017	3.2%
2018	3.0%
2019	3.0%
2020	2.9%
2021	2.9%

Escalated rates for year 2-5 shall be computed for the composite rates for each SLC (see example in cost exhibit template).

A "Source" column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source of the wage/salary data (actual, salary survey, wage determination, collective bargaining agreement, etc.).

In the "Staffing" column, Offerors must indicate whether they expect to fill positions for each labor category through hiring incumbent employees, new hires or persons currently employed by the Offeror. An example is included on the template for illustration purposes only. The example should be removed from the Offeror's submission.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the NASA Standard Labor Category, Offeror's Category and WYEs.

Exhibit 8, Summary of Key Personnel Labor Rates (Required of Prime, Required of Major Subcontractors only if Key Personnel are proposed): This exhibit identifies all key personnel with their actual hourly labor rates from a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

Exhibit 9, Direct Labor Cost Summary – Core Contract Management (Required of Prime, Required of Major Subcontractors only if Contract Management Personnel are proposed): This exhibit shows the direct labor cost for the Contract Management for each contract year with the labor rates from Exhibit 7 used to compute the cost.

It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet NAMS requirements. The Contract Management requirement is for the resources necessary for management and administration of the overall contract and includes all non-task order specific direct charge personnel (such as Program/Site Manager, Deputy PM, Business Manager, Clerical, etc.). Accordingly, the Offeror shall propose the resources necessary to successfully meet these requirements.

The hours shown in the exhibit for each labor category should be productive labor hours (hours spent actually working. In the narrative portion of the Offeror's Cost Proposal, identify the number of nonproductive hours per person per year. A nonproductive hour is one expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime premium. This includes how benefits (full or partial) are applied to the overtime premium. Also explain treatment, rates, and cost for shift differentials, if applicable.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

Exhibit 10, Direct Labor Cost Summary – Core Technical Requirements (Required of Prime and Major Subcontractors): This exhibit shows the direct labor cost for the Core Requirements for each contract year with the labor rates from Exhibit 7 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit. The hours and WYE's shown in the Exhibit encompass the total of all hours and WYE's for both the Offeror and supporting subcontractors. (Combined hours and WYEs proposed by the Offeror and its subcontractors shall equal the hours and WYEs shown in the Exhibit template provided with this solicitation.)

In the narrative portion of the Offeror's Cost Proposal, identify the number of nonproductive hours per person per year. A nonproductive hour is defined in Exhibit 9, above. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of overtime premium. This includes how benefits (full or partial)

are applied to the overtime premium. Also explain treatment, rates, and cost for shift differentials, if applicable.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

Exhibit 11, Summary of Indirect Cost Rates (Required of Prime and Major Subcontractors): This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts administration) shall be shown separately. This exhibit summarizes the Offeror's fiscal year data from Exhibits 12 and 13. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-09), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

Exhibit 12, Overhead and/or Fringe Benefits (Required of Prime and Major Subcontractors): This exhibit shows, by Offeror's fiscal year, each item of expense included in the overhead or fringe benefits pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Exhibit 12 shall be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. The basis for forecast of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

If the Offeror or a Major Subcontractor has negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 12.

Exhibit 13, General and Administrative Expense Schedule (Required of Prime and Major Subcontractors): This schedule shows, by Offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firmed (backlog) and prospective business, on this schedule. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the template that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave them blank.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

If the Offeror or a Major Subcontractor has negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 13.

Exhibit 14, Minor Subcontractor Template (Required of Prime only): The minor subcontractor template is required of the prime only. This template is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those with an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how to complete this template are included. **Examples should be removed from the exhibit when the Offeror's proposal is submitted.**

Exhibit 15, Fringe Benefits Analysis of Compensation Package Template (Required of Prime and Major Subcontractors): The Offeror shall provide Fringe Benefits Analysis of Compensation Package templates for the prime and all proposed major subcontractors. Separate Fringe Benefits Analysis of Compensation Package templates shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, "Cost of Fringe Benefit" shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) and proposed on this contract. The next column entitled, "Percent of Direct Labor Cost" shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe benefit.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

Exhibit 16, Personnel and Fringe Benefits Policies (Required of Prime and Major Subcontractors): This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs which will arise upon award. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror which are not identified also must be included if cost recovery is anticipated. In the reference column indicate the page in the Volume I

Mission Suitability proposal, under Total Compensation Plan, that each item is discussed.

Major Subcontractors shall provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

Exhibit 17, Incumbency Assumptions Template (Required of Prime and Major Subcontractors): This template is required of the Offeror proposed as prime and all proposed major subcontractors. This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefits purposes. Although NAMS is not a follow-on contract, a significant amount of the work on the current UARC Contract, NAS2-03144 will migrate to NAMS.

In the two sections of the template, the Offeror shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent labor rates, (2) Proposing to not pay current incumbent labor rates, or (3) Other. The Government understands that a non-incumbent Offeror may be able only to estimate the salary cost of current incumbents; however, the Government must evaluate the Offeror's intentions regarding pay for these employees if retained. Provide a narrative explanation supporting the option selected. Explain how the Offeror's proposed salary structure will attract and retain the proposed percentage of the qualified incumbent workforce.

In the area entitled, "Seniority Right", the Offeror shall pick one of the three options: (1) Proposing to maintain seniority rights for fringe purposes, (2) Proposing to not maintain seniority rights for fringe purposes, or (3) Other. The Government understands that a non-incumbent Offeror may be able only to estimate the current incumbent's seniority levels; however, the Government must evaluate the Offeror's intentions regarding seniority for these employees if retained. Provide a narrative explanation supporting the option selected. Explain how the Offeror's approach to seniority rights for fringe benefit purposes will attract and retain the proposed percentage of the incumbent workforce.

Exhibit 18, Phase-In Template (Required of Prime only): The Phase-In Template is required of the prime only and is designed to show the total cost plus fixed fee (include all subcontractor phase-in costs and fee). This template shall be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials, supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The Phase-In template is to include ALL Phase-In costs necessary for full contract implementation.

Exhibit 19, Schedule of Subcontracts Required of Prime only): This schedule summarizes the activities proposed for subcontracts and includes all subcontracts with an aggregate cost of \$1,000,000 or more. These subcontractors are required to submit

all applicable cost exhibits and schedules specified in this RFP. Provide the proposed cost and fee or profit for each subcontractor. In addition, provide:

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

4. ACCOUNTING SYSTEM

The Offeror shall provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed and approved by the Government, provide the review and approval letter along with the name and telephone number of the cognizant Government office.

5. FACILITIES CAPITAL COST OF MONEY

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using DD 1861 and Forms CASB-CMF (See Section J.1(b) Attachments 4 and 6). NOTE: When Facilities Capital Cost of Money is included in the Offeror’s proposal it shall not be included in the cost base for calculating profit/fee.

6. FIXED FEE

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated, not the actual, cost of the task.

7. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

All Offerors shall submit a completed TABLE 1 for the prime, each team member and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed TABLE 5 below for all of their subcontractors with a value of \$1 million or greater.

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

TABLE 1: PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/ Subcontractor	<i>Identify name of the prime Offeror or a subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>

Description:	
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	Follow-on
Contract Type:	Cost Plus Fixed Fee – CPFF
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. The 9-digit Zip code is a Mandatory Requirement.</i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- If 'none' fill out box as "N/A"</i>

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that shall 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 addresses:

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

PROVISION NO.	DATE	TITLE
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION APPROACH

The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the Source Evaluation Board (SEB) in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work. This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the SEB.

- (1) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a cost/price and technical standpoint.
- (2) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors are advised that the initial evaluation of proposals and the determination of competitive range, if any, will be based on the Oral and Written submissions and SEB review of Past Performance. Contract award may be made without subsequent discussions or negotiation. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral

discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

- (3) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors remaining within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) executed by an individual authorized to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.
- (4) The SEB will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in this solicitation.

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

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

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE (Subfactor 1)
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to efficiently fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approaches to accomplish the work will be an important consideration in the evaluation of this factor.

- 2) **Past Performance Factor (Volume II).** This factor assesses executed and active contracts similar in size, content, and complexity to the requirements of the current acquisition.

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

The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB's evaluation shall clearly document the relevance and currency of each Offeror's past performance used to generate the overall confidence rating assigned. The Past Performance evaluation is an assessment of the Government's confidence in the Offeror's ability to perform the solicitation requirements. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

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

- 3) **Cost Factor (Volume III).** This factor is used to assess the cost to the Government of each Offeror's proposal if it were selected for award. A cost realism (as defined in FAR 2.101) analysis will be performed to assess the reasonableness of the proposed costs. The cost realism analysis is not numerically scored.

I. Mission Suitability Factor (Volume I).

The Offeror's proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management

approach. Mission Suitability subfactors will be assigned adjectival ratings and be numerically weighted and scored. The overall Mission Suitability Factor will receive a numerical score. Information submitted in Volume I of the proposal not relevant to the Mission Suitability factor will not be evaluated. If a proposal does not adequately demonstrate the Offeror’s ability to perform the work within the resources proposed the SEB may identify this as a Mission Suitability weakness and may require an adjustment to probable cost. Integration of Mission Suitability findings and probable cost adjustments is critical to cost realism.

Offerors will be evaluated and scored against the Mission Suitability Subfactors below. (Note: the sequence within the following table does not indicate the order of importance or relative weighting within individual Elements of the Mission Suitability Subfactors. The Elements described below are not allocated discrete point values.)

Para	Subfactor Title	Elements	Format
A	Technical Approach	1. Technical Understanding	Oral
		2,3. Case Study 1 – Air Traffic Management Simulation	Oral
		4. Case Study 2 – Quantum Computing	Oral
		5. Case Study 3 - Science	Oral
		6. Technical Key Personnel	Oral ¹
		7. Total Compensation Plan	Written
B	Management Approach	1, 2. Organizational Structure/Partnering Approach/Contract Management	Oral/Written
		3. Case Study 4 - Sustainability	Oral/Written
		4. Phase-In Plan	Written
		5. Organizational Conflict of Interest Avoidance Plan	Written
		6. Staffing, Recruitment, Retention, and Training	Oral
C	Small Business Utilization	1. Small Business Subcontracting Plan	Written
		2. Commitment to Small Business	Written

¹With the exception of the written Letters of Commitment, resumes and Position Descriptions

I.A. Technical Approach (Subfactor).

I.A.1. Technical Understanding (Oral)

The Government will evaluate the Offeror’s understanding of the Core and ID/IQ components of NAMS technical competency areas and the effectiveness, efficiency, realism and innovation of

the proposed approach towards accomplishing the desired technical objectives while operating at the leading edge of research and development. Specifically, the following will be evaluated:

- a) Clear, credible, and realistic explanation of how the capabilities and structures of the Offeror's home institution will benefit contract performance
- b) Clear, credible, and realistic capabilities of external partners and the degree to which collaboration will be enabled.
- c) Coherent presentation of the operational structure and associated procedures for technical tasks supporting an integrated approach to the Core requirements and ID/IQ components and conducive to contract performance. The approach presented shall demonstrate understanding of iterative planning and milestone development and compendiously review communication pathways ensuring mutual visibility of all key performance elements and timely stakeholder input.
- d) A credible plan demonstrating Offeror's ability to stay abreast of innovative technologies and adopt them where appropriate.
- e) A credible and documented approach for ensuring quality contract performance and customer satisfaction. The Government will evaluate the clarity and completeness of the Offeror's identification of critical risk areas and the likelihood of success of the associated mitigation approaches.

I.A.2. Case Study 1a – Air Traffic Management Simulation Development (Oral)

With respect to this Case Study, the Government will evaluate the Offeror's proposal to assess whether the Offeror's approach, strategies, innovations, resource synergies, and priorities demonstrate a clear technical understanding of the requirements and Air Traffic Management, as discussed in Section L.9, [I.A.2. Case Study 1a – Air Traffic Management Simulation Development \(Oral\)](#). Responses will be evaluated for new strategies and innovations, as well as for identification of resource synergies with the Offeror's home institution or other organizations under the NAMS contract. In particular, the response will be evaluated for:

- a) A comprehensive understanding of the unique expertise necessary to decompose customer requirements into detailed software requirements for ATC HiTL simulations combined with documentation regarding access to appropriate capabilities and a credible approach to overall task performance.
- b) A clearly articulated and well-supported approach to software design, development, enhancement and maintenance addressing all critical aspects requested in Section L. In particular, an assessment will be made of software quality assurance as supported by the Offeror's design and implementation process, and the identification and inclusion of best practices.
- c) A coherent and efficient approach to integration of multiple ATC hardware/software systems, including the presentation of best practices indicating experience in the performance of similar requirements. A credible and efficient approach to development of ICDs.
- d) A coherent and effective approach to verification and validation of the ATM software demonstrating the breadth and depth of relevant experience.
- e) Clearly described plans for the generation and configuration management of relevant documentation.

- f) Clearly defined and credible management structure and processes that demonstrate effective leverage of resources across multiple research tasks.
- g) The relevance, insight and innovation evident in the Offeror's identification and description of the project or faculty/student involvement.

I.A.3. Case Study 1b: Air Traffic Management Simulation Development (Oral)

With respect to this Case Study, the Government will evaluate how the Offeror will support and advance the vision of NASA's Aeronautics Research Enterprise specific to the area of autonomous airspace operations through innovative and/or non-traditional research, as described in Section L.9, [I.A.3. Case Study 1b: Air Traffic Management Simulation Development \(Oral\)](#). The Government will evaluate:

- a) The innovation and insight evident in the Offeror's identification and description of an ongoing research project of potential application to NASA's Aeronautics Mission Directorate priorities.
- b) The credibility of the Offeror's described resources, both internal (associated with the home institution) and external (deriving from partnerships), for breadth, depth, flexibility, and informed understanding of the specific research domain.
- c) The credibility of its plan for effectively managing partnerships. The clarity of the value added by alignment with the proposed external partners.
- d) The robustness of the rationale for selecting the specifically identified partners.

I.A.4. Case Study 2 – Quantum Computing (Oral)

In response to I.A.4. Case Study 2 – Quantum Computing (Oral), With respect to this Case Study, the Government will evaluate proposals for potential innovation in the field of quantum computing. Responses will be evaluated for unique contribution of quantum annealing algorithms to identifying sub-solutions and global solutions in a relevant aerospace domain. The general approach to implementing quantum computing techniques to the proposed problem will be evaluated for:

- a) The Offeror's understanding of the fundamental statistical nature of quantum computing approaches.
- b) The clarity of the explanation of the benefit quantum computing provides relative to conventional binary approaches with respect to the problem of interest and the viability of applying quantum computational techniques to the selected problem.
- c) The evidence that the specific application of quantum computing capabilities will be a "best fit" to the identified problem.
- d) The degree of relevance of the proposed optimization task to NASA and how it supports NASA's missions.
- e) The clarity of the explanation of how the identified optimization problem will be decomposed into solvable parts as well as the confidence in description of how quantum computing will generate global optima.
- f) The credibility of the Offeror's ability to identify experts, potentially unknown to NASA, outside of the Offeror's own in-house organization, or within the community of practice related to quantum computing.

- g) The soundness of the Offeror's approach to coordinating disparate experts from in-house staff as well as the external community.
- h) The clarity of assignment/management of roles and responsibilities within the project team to enable practical outcomes from quantum computing processes.

I.A.5. Case Study 3: Science Sample Task (Oral)

With respect to this Case Study, described in L.9, [I.A.5. Case Study 3: Science Sample Task \(Oral\)](#), the Government will review the Offeror's technical knowledge, resource utilization, policies and procedures to evaluate the degree to which they demonstrate a clear the ability to create science requirements, including science-traceability matrices, and operational mission plans required for a successful response to an Earth Venture (EV) or ESTO InVEST solicitation. The response will be evaluated for:

- a) A comprehensive understanding of the unique expertise necessary to develop small satellite or unmanned aircraft requirements and mission design specifications to meet the needs any of the various NASA Earth System Science goals.
- b) The ability to clearly describe and plausibly implement effective and appropriate communication and decision pathways during concept maturation, proposal formulation, proposal preparation as well as during mission execution.
- c) Relevant and innovative concepts for Earth Venture, or ESTO InVEST missions in any of the program element areas – airborne missions, small sat missions, instrumentation and cubesat mission concepts.
- d) A plausible and actionable strategy that will enable ARC Earth Science Division to successfully compete for funds in order to strengthen the research base of our scientists.

I.A.6. Technical Key Personnel (Oral)

The Government will review and assess the Offeror's description of Key Personnel to determine the appropriateness of and responsiveness to skill-mix requirements. Specific elements to be evaluated are provided in Section L.9, [I.A.6. Technical Key Personnel \(Oral\)](#) above.

I.A.7. Total Compensation Plan (Written)

The Government will evaluate the Offeror's Total Compensation Plan 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 plan will be evaluated for its complete and credible discussion of the items required in Section L.9, [I.A.7. Total Compensation Plan \(Written\)](#) above.

I.B. Management Approach (Subfactor)

I.B.1. Organizational Structure/Partnering Approach/Contract Management (Oral)

The Government will assess the information provided in response to Section L.9, [I.B.1. Organizational Structure/Partnering Approach/Contract Management \(Oral\)](#). The Oral presentation will be evaluated for:

- a) The compendiousness and clarity of the overview of all matters required, with a clear identification of Management Key Personnel.
- b) Adequate detail of the communication, authority, and decision-making pathways including traceability throughout technical and administrative contract management and how these pathways liaise with partners and NASA. The clarity of the organizational structure and lines of authority within contract performance units and with NASA Ames technical and administrative liaisons.
- c) Demonstration of a credible approach to communicating risks and mitigations associated with technical cost and performance quality/schedule, consonant with the plans outlined for risk identification and tracking outlined in Section L9, [I.A.1. Technical Understanding – \(Oral\)](#).
- d) Adequate detail to assess the responsiveness, flexibility, and rapid turnaround of proposed administrative processes leading to successful performance of contract requirements.
- e) Plausible strategies for personnel hiring and retention, demonstrating knowledge of the regional social and economic environment.
- f) Clearly defined and credible process for developing plans and schedules that demonstrate effective leverage of resources across multiple research tasks.

I.B.2. Organizational Structure/Partnering Approach/Contract Management (Written)

The Government will assess the information provided in response to Section L.9, [I.B.2. Organizational Structure/Partnering Approach/Contract Management \(Written\)](#), particularly:

- a) The clear, traceable, and complete exposition of all management roles, at all levels, their access to and control of support facilities, and their ability to resolve potential conflicts in scope, priority, or authority. Lines of authority within contract performance units and with NASA Ames technical and administrative liaisons will be assessed for clarity and effectiveness. The Government will evaluate the relevance of the demonstrated specific experience of personnel identified as significant to contract performance.
- b) A credible plan for timely and barrier-free access to relevant resources, facilities, and personnel of the Offeror's institution complementing contract-specific allocations will be evaluated.
- c) Parallel approaches to advantageously incorporating relevant resources, facilities, and personnel of partner organizations also will be evaluated for credibility and likelihood of success.
- d) The Offeror's approach to providing timely, responsive management decisions through active engagement of management personnel will be evaluated for credibility and likelihood of success. The plan for remote or on-site management workspace will be evaluated for feasibility and effectiveness.

I.B.3. Case Study: Sustainability (Oral)

With respect to the Oral presentation of this Case Study, the Government will review the Offeror's applicable institutional strategic approach to sustainability to evaluate the degree to which it demonstrates a clear understanding of, and ability to meet, Triple Bottom Line (TBL)

objectives. Many potential topics are provided in Section L.9, [I.B.3. Case Study 4: Sustainability \(Oral, Written\)](#) above, however the Offeror's response is not limited to any specific concept listed. Highly responsive presentations shall address a topic of relevance to the conditions and scope of this solicitation.

I.B.3. Case Study: Sustainability (Written)

With respect to this Written presentation of this Case Study, the Government will assess the Offeror's institutional strategy for sustainability, evaluating the degree to which this demonstrates a clear understanding of, and ability to effectively meet, TBL objectives. The Offeror's commitment to engaging appropriate tactics, innovations, resource utilizations and synergies, policies and procedures will be evaluated by the Government's assessment of the concrete and specifically relevant examples in the response. Ideally, these will demonstrate consistency of appropriate institutional behaviors leading directly to the achievement of sustainability goals. Submissions will be assessed for the clarity and depth of their exposition of at least one relevant selected project, presenting easily understandable and specifically measureable goals, detailed and appropriate implementations, and relevant metrics leading to analyses of effective outcomes and significant impacts. Many potential topics are provided in Section L.9, [I.B.3. Case Study 4: Sustainability \(Oral, Written\)](#), however the Offeror's response is not limited to any specific concept listed.

I.B.4. Phase-in Plan (Written)

The Government will evaluate the Offeror's Phase-In/Phase Out Plan for the thoroughness and effectiveness with which it addresses the areas described in Section L.9, [I.B.4. Phase-in Plan \(Written\)](#).

I.B.5. Organizational Conflict of Interest Avoidance Plan (Written)

The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan to determine if all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with ARC 52.227-93 Management and Protection of Data and ARC 52.227-96, Handling of Data as well as all the requirements identified in Section H, paragraph H.15, "Organizational Conflicts of Interest and Limitation on Future Contracting", and Section I, paragraph I.1, NFS 1852.237-72, "Access to Sensitive Information" relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements. The Plan will be evaluated to ensure it fully addresses the resolution of all potential issues of impaired objectivity and provides appropriate methodologies.

I.B.6. Staffing, Recruitment, Retention and Training (Oral)

The Government will evaluate the Offeror's staffing, recruitment, retention and training approach, and rationale to assess the reasonableness, effectiveness, and efficiency including all specific elements articulated in Section L.9, [I.B.6. Staffing, Recruitment, Retention and Training \(Oral\)](#).

I.C. Small Business Utilization (Subfactor)

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

I.C.1. Small Business Subcontracting (Written)

- a) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value.
- b) Small businesses are not required to submit subcontracting plans. The Government will evaluate the amount of work proposed for performance by the small business prime and any other small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

I.C.2. Commitment to Small Businesses (Written)

- a) The Government will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "high technology." The Government also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments) and the documented ability of identified small businesses to successfully accomplish high technology work.
- b) The Government will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, The Government will evaluate this only if subcontracting opportunities exist.)
- c) The Government will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification and relevant purchasing procedures. (For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, The Government will evaluate this only if subcontracting opportunities exist.)

This plan, as approved by the Contracting Officer, shall be included in any resulting contract.

II. Past Performance Factor (Volume II)

The Government will evaluate the recency and relevance of the information and performance of the Offeror and major subcontractors, predecessor companies, Key Personnel,

subcontractors or any previous partnerships proposed to substantially contribute to the NAMS contract or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on fully performed and existing contracts considering technical performance, contract management, corporate management responsiveness and success in partnering and collaboration.

II. A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.7 (b)), to determine the relevance of this experience to the proposed contract's SOW. The past performance of the Offeror and major subcontractors will be thoroughly assessed in the following areas: Relevant Technical Performance, Contract Management, and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

II.A.1. Relevant Technical Performance

After determining the relevance of the reported work experience, the Government will assess the quality of the technical work performed under such appropriate contracts in all technical areas described in the NAMS SOW, as detailed above in Section L.9, [II.A.1. Relevant Technical Performance](#). The Government will consider also the Offeror's rationale for determining that any particular reported experience is relevant to this RFP.

II.A.2. Contract Management

The Government will evaluate the quality of the Offeror's and major subcontractors' recent and current performance in the area of contract management and will consider all items detailed above in Section L.9, [II.A.2. Contract Management](#).

II.A.3. Other Information

The Government will evaluate for quality of performance all items detailed above in Section L.9, [II.A.3. Other Information](#).

Past performance will also be evaluated based on information obtained through the Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

III. Cost Factor (Volume III)

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

(2) 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 terms “proposed and probable cost” are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(3) The Government will determine the Probable Cost of each Offeror’s proposal by evaluating the realism of each Offeror’s proposed costs to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. Offeror’s proposed fixed fee will be used in computing the Probable Cost Plus Fixed Fee.

(4) The overall cost plus fixed fee for selection purposes will be the sum of the cost plus fixed fee proposed for Contract Management (CLINs 02A, 03A, and 04A) and Core Requirements (CLINs 02B, , 02C, 02D, 03B, 03C, 03D, 04B, 04C and 04D).

The Government will evaluate proposed Phase-in cost (CLIN 01) for reasonableness and realism. Phase-in will be included in the total evaluated cost plus fixed fee.

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

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

(END OF PROVISION)

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the system described below. The overall Mission Suitability Factor will receive only a numerical score. Past Performance and Cost are not similarly weighted or scored. Past Performance will be assigned a level-of-confidence rating. Cost will be evaluated for realism. If

a probable cost adjustment is found to be necessary, this may adversely affect the Offeror’s Mission Suitability scores and the reported level-of-confidence in the Probable Cost, in accordance with NFS 1815.305(a)(1), “Cost or price evaluation.”

(c) Mission Suitability is more important than Past Performance and Past Performance is more important than Cost. Mission Suitability and Past Performance when combined are significantly more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory or non-compliant, may form a basis for rejection of an Offeror’s proposal.

(d) Numerical weights assigned to the Mission Suitability subfactors are:

MISSION SUITABILITY	
Subfactors	Assigned Weight
Technical Approach	600
Management Approach	300
Small Business Utilization	100
TOTAL	1000

(END OF PROVISION)
[END OF SECTION]