B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED (GSFC 52.211-90) (JUL 2014)

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

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
2	Task Plans	Section B GSFC 52.216-91 Section H NFS 1852.216-80	As Required in Clause	NASA Task Order Management System (TOMS)
3	Reports of Work	Section C GSFC 52.235-90 Section I NFS 1852.235-73	As Required in Clause	As specified in Clause
4	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection
5	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
6	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests–30 days in Advance of Travel Reports–Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
7	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
8	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15th and Final Report	NF 1018 Electronic Submission System (NESS)
9	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
10	Contract Historical Data	Section H GSFC 52.242-91 Attachment J	30 Days after Contracting Officer Request	Electronic Format/CO
11	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
12	Reporting of Inventions	Section G NFS 1852.227-72 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
13	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment I	10th Calendar Day of the Month and As Required	Electronic Format and Hard Copy/COR & Code 240
14	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
15	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
16	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
17	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
18	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
19	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	www.sam.gov

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-19, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

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

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $3,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $114,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of

Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

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

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

(End of clause)

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

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

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

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

(End of clause)

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

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total

estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

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

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

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

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

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

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

(End of clause)

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

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

(End of clause)

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

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

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

(End of clause)

(END OF SECTION B]

SECTION C OF NNG15499033R
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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

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

(End of clause)

C.2 REPORTS OF WORK (IDIQ/BPA) (GSFC 52.235-90) (AUG 2013)

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

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

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

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	210.3
1	M,F	Contracting Officer's Representative (COR)	590
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

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

(End of clause)

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

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

NONE

(End of clause)

(END OF SECTION C]

SECTION D OF NNG15499033R
PACKAGING AND MARKING

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

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

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

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

(End of clause)

D.2 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (1852.245-74) (JAN 2011)

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

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

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

(1) Item Description.
(2) Unique Identification Number (License Tag).
(3) Unit Price.

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

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

(1) Date originally placed in service.

(2) Item condition.

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

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

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

(End of clause)

(END SECTION D)

SECTION E OF NNG15499033R
INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SERVICES – COST REIMBURSEMENT (52.246-5) (Apr 1984) NOTE – This clause applies only to Task Orders for Services.

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

The Contractor shall comply with the higher-level quality standards below:

(a) ANSI/ISO/ASQ Q9001-2000 Quality Management System (QMS) requirements as documented on-line in the GSFC QMS system (http://gsfcmanagementsystem.gsfc.nasa.gov/fundamentals.cfm). In addition, the contractor's quality system shall be compliant with ISO Q9001-2000. Additional quality requirements may also be specified in individual task orders. "Compliant" means that the contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(b) **Attachment E -** Quality Assurance Plan (QAP)

(End of clause)

E.3 ACCEPTANCE—LOCATION(S) (GSFC 52.246-93) (SEP 2013)

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

Deliverable Item No.	Location	Authorized Representative
1	TBD by Task Orders	COR
2-19	GSFC	CO or COR

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

(End of clause)

E.4 INSPECTION SYSTEM RECORDS (GSFC 52.246-102) (APR 2013)

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

(End of clause)

E.5 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71) (OCT 1988) NOTE – This clause applies only to Task Orders for Supplies.

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

Item: To be identified by Task Order
Quality Assurance Location: To be identified by Task Order
Function: To be identified by Task Order

(End of clause)

E.6 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003)

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

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.
(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.
(3) With shipment in waterproof envelope (one copy) for the consignee.
(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

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

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement **1846.6**. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package

numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

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

NASA FAR Supplement clause 18-52.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following paper/electronic deliverables:

1) Services rendered
2) Reports/documentation

(End of clause)

E.8 INSPECTION OF SUPPLIES--COST-REIMBURSEMENT (52.246-3_ (MAY 2001) *NOTE – This clause applies only to Task Orders for Supplies.*

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

"Contractor's managerial personnel" means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of --

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

"Supplies" includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)

(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may --

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to --

(1) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of Clause)

(END OF SECTION E]

SECTION F OF NNG15499033R
DELIVERIES OR PERFORMANCE

F.1 EFFECTIVE ORDERING PERIOD GSFC 52.217-92 (JAN 2014)

The effective ordering period contract shall be for a period of 5 years from the contract effective date of TBD

(End of clause)

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

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

(End of clause)

F.3 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (GSFC 52.247-94) (NOV 2012)

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

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

Marked for:

Technical Officer (Name) Per task order
Code TBD Per Task Order
Building TBD Per task order
Room TBD Per task order
Contract No. TBD/ Task order #TBD
Item(s) No. Per Task Order

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

(End of clause)

F.4 STOP-WORK ORDER (52.242-15) (AUG 1989) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require

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

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

(End of clause)

F.5 F.O.B. DESTINATION (52.247-34) (NOV 1991)

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

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

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

(b) The Contractor shall -

(1)(i) Pack and mark the shipment to comply with contract specifications; or
(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
(2) Prepare and distribute commercial bills of lading;
(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
(5) Furnish a delivery schedule and designate the mode of delivering carrier; and
(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

(END OF SECTION F]

SECTION G OF NNG15499033R
CONTRACT ADMINISTRATION DATA

G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (JUN 2014)

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

(b) Supplemental instructions.

(1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C, Financial Management Reporting Requirements, of Section J of this contract.

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

Distribution shall be as follows:

Contracting Officer, Code 210.3
E-Mail: Monica.C.Allen@nasa.gov

Contracting Officer's Representative, Code 596
E-Mail: Kristen.M.Brown@nasa.gov

Resources Analyst, Code 501
E-Mail: TBD

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

Administrative Contracting Officer (if delegated), N/A

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

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

(End of clause)

G.2 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (GSFC 52.245-96) (MAR 2011)

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

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

FAR clause 52.245-1, “Government Property”

FAR clause 52.245-9, “Use and Charges”

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

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

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

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

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

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

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

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

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

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

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

FAR clause 52.245-2, “Government Property Installation Operation Services”

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

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

NASA FAR Supplement clause 1852.245-82, “Occupancy Management Requirements”

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

(End of clause)

G.3 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)

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

(End of clause)

G.4 GSFC 52.216-103 SUBMISSION OF VOUCHERS FOR PAYMENT (SEP 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov and be registered to use the DOD WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) For interim cost voucher submissions, the vendor shall use the “Cost Voucher” document type in WAWF. **In addition, the vendor shall change the contract type to “Non-DoD Contract (FAR)”.**

The Activity address codes to be populated in WAWF for submission of vouchers under this contract are *(extension fields will not be populated)*:

a. Paying Office Activity Address Code: 803112 (NSSC)
b. Admin Office Activity Address Code: 803249
c. Ship To Code: 803250
d. DCAA DoD Activity Address Code: TBD
e. Service Approver DoDAAC:803250
f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803250

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

(5) The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Monica.C.Allen@nasa.gov

(b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using an SF 1034 and submitted electronically to the following address for payment:

E-mail address: NSSC-AccountsPayable@nasa.gov
Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 39529
Fax Number: 1-866-209-5415

(c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose 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.5 GSFC 52.245-94 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (DEC 2007)

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

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

(c) Compliance with this clause is required until:
(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.6 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or
(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.
(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection clause of this contract has expired.

(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

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

(End of clause)

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

(a) For purposes of administration of the clause of this contract entitled "New Technology" or “Patent Rights – Ownership by the Contractor," (based on December 2007 FAR Part 27 re-write) whichever is included, the following named representatives

are hereby designated by the Contracting Officer to administer such clause:

TITLE:	OFFICE CODE AND ADDRESS (including zip code)
New Technology Representative	Code 504, Goddard Space Flight Center, Greenbelt, MD 20771
Patent Representative	Code 140.1, Goddard Space Flight Center, Greenbelt, MD 20771

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Ownership by the Contractor" clause (based on December 2007 FAR Part 27 re-write), unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.7 COMMERCIAL COMPUTER SOFTWARE – LICENSING (1852.227-86) (DEC 1987)

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract.

(b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.

(2) The commercial computer software may be -

(i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;

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

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

(iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d) (2) (i), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated vendor's/contractor's software license contains provisions or rights that are less restrictive than the restricted rights in paragraph (d) (2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in paragraphs (d) (2) and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in paragraphs (d) (2), (3), and (4) of this clause.

(End of clause)

G.8 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

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

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

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

(End of clause)

G.9 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73) (NOV 2004)

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

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

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

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

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in

paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.10 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (1852.245-70) (JAN 2011)

G.11 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011)

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

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;

Notify the cognizant property custodian, COR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located

Identify Government property equipment that is no longer considered necessary for performance of the contract.

Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property.

Do not relocate Government property within Government premises or remove Government property from Government premises without written approval.

Ensure that Government property, including property leased to the Government, is used only for the purposes of performing the contract.

Ensure that Government property is protected and conserved.

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

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245–1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

__X_(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
__X_(2) Office furniture.
__X_(3) Property listed in **Attachment H**.
(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
(ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
__X_ (4) Supplies from stores stock.
__X_ (5) Publications and blank forms stocked by the installation.
__X_ (6) Safety and fire protection for Contractor personnel and facilities.
__X_ (7) Installation service facilities: IT Services through the Agency Consolidated End-user Services (ACES) contract.
__X_ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
__X_ (9) Cafeteria privileges for Contractor employees during normal operating hours.
__X_ (10) Building maintenance for facilities occupied by Contractor personnel.
__X_ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.12 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (1852.245-73) (JAN 2011)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the Goddard Space Flight Center (GSFC), General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch,

Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

(d) A final report shall be submitted within 30 days after disposition of all property subject to reporting when the contract performance period is complete in accordance with paragraph (b)(1) through (3) of this clause.

(End of clause)

G.13 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (GSFC 52.216-100) (SEP 2013)

The following personnel are authorized to issue orders under this contract. All

designated personnel are employed by the NASA Goddard Space Flight Center unless otherwise indicated:

Contracting Officer, Code 210M

(End of clause)

G.14 PROPERTY MANAGEMENT CHANGES (1852.245-75) (JAN 2011)

G.15 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT FAR 52.245-1 (1852.245-76) (JAN 2011)

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

Item Description	Acquisition Date	Acquisition Cost	Quantity	Date to be Furnished	If equipment		
To Be Specified in each Task Order, if applicable					Manufacturer	Model	Serial Number

(End of clause)

G.16 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78) (JAN 2011)

G.17 OCCUPANCY MANAGEMENT REQUIREMENTS (1852.245-82) (JAN 2011)

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

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

(2) NPR 8831.2, Facility Maintenance Management.

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

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

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

(End of clause)

(END OF SECTION G]

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

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

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

(b) The nature of this conflict, in general terms, is that:

The contractor may be assigned work to develop statements of work and/or specifications, which may be used in subsequent, competitive acquisitions, and

The contractor may require access to other NASA contractor data.

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

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

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

(End of clause)

H.3 TASK ORDERING PROCEDURE (1852.216-80) (OCTOBER 1996)

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

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

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

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

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

(1) Date of the order.
(2) Contract number and order number.
(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
(4) Performance standards, and where appropriate, quality assurance standards.
(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
(7) Delivery/performance schedule including start and end dates.
(8) If contract funding is by individual task order, accounting and appropriation data.

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

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

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

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

(End of clause)

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

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

H.6 EXPORT LICENSE (1852.225-70) (FEB 2000) -- ALTERNATE I (FEB 2000)

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

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

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

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

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b) (3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.7 CROSS-WAIVER OF LIABILITY FOR INTERNATIONAL SPACE STATION ACTIVITIES (1852.228-76) (OCT 2012)

H.8 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (1852.228-78) (OCT 2012)

H.9 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72) (AUG 1992) – ALTERNATE II (OCT 2000)

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

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

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

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

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

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

(End of clause)

H.10 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (1852.244-70) (APR 1985)

H.11 CONTRACTOR PERSONNEL - IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (GSFC 52.204-99) (APR 2013)

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor

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

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

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

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

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

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

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

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

(End of clause)

H.12 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (APR 2013)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel—Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

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

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

(1) Harassment and Discrimination Announcements
http://eeo.gsfc.nasa.gov/policy.html
(2) GSFC Workplace Violence Announcement

https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144

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

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

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

(End of clause)

H.13 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS GSFC 52.223-91 (JUN 2014)

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

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Occupational Safety and Health Division, Code 350, Telephone 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Jimmy.R.McLaughlin@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours.

This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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

(End of clause)

H.14 RIGHTS IN DATA (GSFC 52.227-99) (JUNE 2012)

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

(End of clause)

H.15 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (GSFC 52.242-91)(AUG 2013)

(a) NASA may issue a competitive solicitation for a follow-on effort for services similar to those provided under this contract. As part of this follow-on competition, NASA may include historical labor category descriptions, full-time equivalents (FTEs), average direct labor rates, and other information from this contract in the follow-on solicitation for use by all potential offerors. Including this data in the solicitation is intended to ensure a comprehensive and fair evaluation

of competitive proposals and increase the probability that realistic pricing is provided in future proposals submitted. Minimizing the potential risk for unrealistic or unsubstantiated pricing materially reduces the risk that cost/price could become an inappropriate discriminator among competing offerors.

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

(End of clause)

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

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

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

(End of clause)

H.17 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR GSFC 52.204-100 (SEP 2013)

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

(End of clause)

(END OF SECTION H]

SECTION I OF NNG15499033R
CONTRACT CLAUSES

I.1 DEFINITIONS (52.202-1) (NOV 2013)

I.2 GRATUITIES (52.203-3) (APR 1984)

I.3 COVENANT AGAINST CONTINGENT FEES (52.203-5) (MAY 2014)

I.4 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (52.203-6) (SEP 2006)

I.5 ANTI-KICKBACK PROCEDURES (52.203-7) (MAY 2014)

I.6 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-8) (MAY 2014)

I.7 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (52.203-10) (MAY 2014)

I.8 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (52.203-12) (OCT 2010)

I.9 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (52.203-13) (APR 2010)

I.10 DISPLAY OF HOTLINE POSTER/s (52.203-14) (DEC 2007)

(b)(3) – Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-001

I.11 RESERVED

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

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

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

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

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

I.17 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (52.209-9) (JUL 2013)

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

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

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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

(End of clause)

I.18 RESERVED

I.19 AUDIT AND RECORDS – NEGOTIATION (52.215-2) (OCT 2010)

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

I.21 RESERVED

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

I.23 RESERVED

I.24 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (52.215-13) (OCT 2010)

I.25 INTEGRITY OF UNIT PRICES (52.215-14) (OCT 2010)

I.26 PENSION ADJUSTMENTS AND ASSET REVERSIONS (52.215-15) (OCT 2010)

I.27 RESERVED

I.28 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (52.215-18) (JUL 2005)

I.29 NOTIFICATION OF OWNERSHIP CHANGES (52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

I.30 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (52.215-21) (OCT 2010)

I.31 LIMITATIONS ON PASS-THROUGH CHARGES (52.215-23) (OCT 2009)

I.32 ALLOWABLE COST AND PAYMENT (52.216-7) (JUN 2013) paragraph (a)(3) 30th day

I.33 FIXED FEE (52.216-8) (JUN 2011)

I.34 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 the effective date of this contract through a five (5) year period afterwards (effective ordering period).

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

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

(End of clause)

I.35 ORDER LIMITATIONS (52.216-19) (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000, 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 $15M;

(2) Any order for a combination of items in excess of $15M; or

(3) A series of orders from the same ordering office within fifteen (15) calendar 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 three (3) calendar 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.36 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 (1) the end of the effective ordering period, or (2) no more than one (1) year from the end of the contract’s effective ordering period for those orders placed within the ordering period where performance extends beyond the end of the effective ordering period.

(End of clause)

I.37 NOTICE OF TOTAL SMALL BUSINESS SET- ASIDE (52.219-6) (NOV 2011)

I.38 UTILIZATION OF SMALL BUSINESS CONCERNS (52.219-8) (OCT 2014)

I.39 LIMITATIONS ON SUBCONTRACTING (52.219-14) (NOV 2011)

I.40 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (52.219-28) (APR 2012)

I.41 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (52.222-1) (FEB 1997)

I.42 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does

not exceed $0 or the overtime premium is paid for work -

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

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

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

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

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

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

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

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

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

(End of clause)

I.43 CONVICT LABOR (52.222-3) (JUN 2003)

I.44 PROHIBITION OF SEGREGATED FACILITIES (52.222-21) (FEB 1999)

I.45 EQUAL OPPORTUNITY (52.222-26) (MAR 2007)

I.46 EQUAL OPPORTUNITY FOR VETERANS (52.222-35) (JUL 2014)

I.47 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (52.222-36) (JUL 2014)

I.48 EMPLOYMENT REPORTS ON VETERANS (52.222-37) (JUL 2014)

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

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

I.51 EMPLOYMENT ELIGIBILITY VERIFICATION (52.222-54) (AUG 2013)

I.52 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIALSAFETY DATA (52.223-3) (JAN 1997) - ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (*If none, insert "None"*)	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted

under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with paragraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

I.53 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (52.223-5) (MAY 2011) – ALTERNATE I (MAY 2011) – ALTERNATE II (MAY 2011)

I.54 DRUG-FREE WORKPLACE (52.223-6) (MAY 2001)

I.55 NOTICE OF RADIOACTIVE MATERIALS (52.223-7) (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall -

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.56 WASTE REDUCTION PROGRAM (52.223-10) (MAY 2011)

I.57 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (52.223-18) (AUG 2011)

I.58 BUY AMERICAN – SUPPLIES (52.225-1) (MAY 2014)

I.59 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (52.225-13) (JUN 2008)

I.60 AUTHORIZATION AND CONSENT (52.227-1) (DEC 2007)

I.61 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (52.227-2) (DEC 2007)

I.62 ADDITIONAL DATA REQUIREMENTS (52.227-16) (JUN 1987)

I.63 RIGHTS TO PROPOSAL DATA (TECHNICAL) (52.227-23) (JUN 1987)

Except for data contained on pages **(TBP)**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data—General” clause contained in this contract) in and to the technical data contained in the proposal dated (**TBD**), upon which this contract is based.

(End of clause)

I.64 INSURANCE - LIABILITY TO THIRD PERSONS (52.228-7) (MAR 1996)

I.65 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

I.66 INTEREST (52.232-17) (MAY 2014)

I.67 LIMITATION OF FUNDS (52.232-22) (APR 1984)

I.68 ASSIGNMENT OF CLAIMS (52.232-23) (MAY 2014)

I.69 PROMPT PAYMENT (52.232-25) (JUL 2013) – ALTERNATE I (FEB 2002)

I.70 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (52.232-33) (JUL 2013)

I.71 RESERVED

I.72 DISPUTES (52.233-1) (MAY 2014) – ALTERNATE I (DEC 1991)

I.73 PROTEST AFTER AWARD (52.233-3) (AUG 1996) - ALTERNATE I (JUN 1985)

I.74 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (52.233-4) (OCT 2004)

I.75 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (52.237-2) (APR 1984)

I.76 CONTINUITY OF SERVICES (52.237-3) (JAN 1991)

I.77 PRIVACY OR SECURITY SAFEGUARDS (52.239-1) (AUG 1996)

I.78 NOTICE OF INTENT TO DISALLOW COSTS (52.242-1) (APR 1984)

I.79 PENALTIES FOR UNALLOWABLE COSTS (52.242-3) (MAY 2014)

I.80 CERTIFICATION OF FINAL INDIRECT COSTS (52.242-4) (JAN 1997)

I.81 BANKRUPTCY (52.242-13) (JUL 1995)

I.82 CHANGES – COST-REIMBURSEMENT (52.243-2) (AUG 1987) – ALTERNATE II (APR 1984)

I.83 SUBCONTRACTS (52.244-2) (OCT 2010)
(d) Professional and Consultant costs as defined at FAR 31.205-33
(j) None

I.84 COMPETITION IN SUBCONTRACTING (52.244-5) (DEC 1996)

I.85 SUBCONTRACTS FOR COMMERCIAL ITEMS (52.244-6) (OCT 2014)

I.86 GOVERNMENT PROPERTY (52.245-1) (APR 2012)

I.87 USE AND CHARGES (52.245-9) (APR 2012)

I.88 LIMITATION OF LIABILITY – SERVICES (52.246-25) (FEB 1997)

I.89 Commercial Bill of Lading Notations (52.247-1) (FEB 2006)
Paragraph (a) NASA/GSFC
Paragraph (b) NASA/GSFC, Contract No. (**TBD),** NASA/GSFC, Contracting Officer, Code 210.3, Greenbelt, MD 20771

I.90 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (52.247-63) (JUN 2003)

I.91 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (52.247-67) (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--

NASA/GSFC, Contracting Officer, Code 210.3, Greenbelt, MD 20771

(End of clause)

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

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

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

I.95 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

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

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

(End of clause)

I.96 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)

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

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

(End of clause)

I.97 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

I.98 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (1852.203-70) (JUN 2001)

I.99 **RESERVED**

I.100 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (1852.204-76) (JAN 2011)

I.101 OMBUDSMAN (1852.215-84) (NOV 2011) -- ALTERNATE I (JUN 2000)

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

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

technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

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

(End of clause)

I.102 ASSIGNMENT AND RELEASE FORMS (1852.216-89) (JUL 1997)

I.103 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

I.104 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which 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.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.105 DRUG-AND ALCOHOL-FREE WORKFORCE (1852.223-74) (MAR 1996)

I.106 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012) (DEVIATION)

(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.107 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (52.227-11) (MAY 2014) AS MODIFIED BY NFS 1852.227-11

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

I.108 RIGHTS IN DATA-GENERAL (52.227-14) (MAY 2014) AS MODIFIED BY NASA FAR Supplement 1852.227-14—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)

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

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

"Computer software"-

(1) Means

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

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

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

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

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

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

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

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

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

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

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

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

(b) Allocation of rights.

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

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

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

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

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

(2) The Contractor shall have the right to-

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

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

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

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

(c) Copyright-

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

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

(i) Identifies the data; and

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

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

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

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

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

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

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

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

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

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

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

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

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

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

LIMITED RIGHTS NOTICE (DEC 2007)

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

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

(ii) Evaluation by nongovernment evaluators.

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

(iv) Emergency repair or overhaul work.

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

(vi) or any other legitimate government use

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be-

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

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

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

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

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

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

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

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

(End of notice)

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

(h) *Subcontracting.* The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

(End of clause)

I.109 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

I.110 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (DEC 2006)

I.111 FINAL SCIENTIFIC AND TECHNICAL REPORTS (1852.235-73) (DEC 2006) – ALTERNATE II (DEC 2005)

I.112 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

I.113 ACCESS TO SENSITIVE INFORMATION (1852.237-72) (JUN 2005)

I.114 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not

currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

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

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

Mark the title page with the following legend:

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

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

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

NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

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

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

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

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

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

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

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider

personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

I.115 EMERGENCY MEDICAL SERVICES AND EVACUATION (1852.242-78) (APR 2001)

I.116 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (1852.225-74) (JUNE 2013) (DEVIATION)

(a) Definitions –
"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.
"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.
"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—
(i) Systems acquired by a contractor incidental to a contract;
(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
(iii) Services in support of IT systems, such as help desk services; or

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

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

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

(1) A brief description of the item(s); and
(2) Vendor/manufacturer's company name and address;

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

(End of clause)

I.117 RESERVED

I.118 MARKET RESEARCH (52.210-1) (APR 2011)

I.119 RESERVED

I.120 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (52.232-9) (JUN 2013)

I.121 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUNE 2003) (DEVIATION)

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

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

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

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

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

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

(2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

I.122 OZONE-DEPLETING SUBSTANCES (52.223-11) (MAY 2001)

(a) Definition. "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
(2) Class II, including, but not limited to, hydro chlorofluorocarbons

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____*_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

* The Contractor shall insert the name of the substance(s).

(End of clause)

I.123 MATERIAL REQUIREMENTS (52-211-5) (AUG 2000)

I.124 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (52.222-20) (MAY 2014)

I.125 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (52.223-15) (DEC 2007)

I.126 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (52.223-19) (MAY 2011)

I.127 NOTIFICATION OF CHANGES (52.243-7) (APR 1984)
(b) Notice. …within ____ (to be negotiated) calendar days…
(d) Government response. …within ____ (to be negotiated calendar days…

I.128 PREVENTING PERSONAL CONFLICTS OF INTEREST (52.203-16) (DEC 2011)

I.129 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (52.204-15) (JAN 2014)

I.130 RIGHTS IN DATA—SPECIAL WORKS (52.227-17) (DEC 2007) AS MODIFIED BY NFS 1852.227-17

I.131 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (52.232-40) (DEC 2013)

I.132 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (1852.203-71) (AUG 2014)

I.133 SHARED SAVINGS (1852.243-71) (MAR 1997)

[END OF SECTION I]

SECTION J OF NNG15499033R
LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (AUG 2014)

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

Attachment	Description	Date	Number of Pages (including the cover page)
A	Statement of Work	**7/2014**	29
B	Direct Labor Rates, Indirect Rates, and Fee Matrices	**TBP**	**TBS**
C	Financial Management Reporting Requirements	6/2014	4
D	Safety & Health Plan	**TBP**	**TBS**
E	Quality Assurance Plan	**TBP**	**TBS**

F	IT Security Management Plan	30 days after contract effective date & annual updates as required	**TBS**
G	Organizational Conflicts of Interest Avoidance Plan	30 days after contract effective date	**TBS**
H	Installation-Accountable Government Property	4/2014	7
I	Personal Identity Verification (PIV) Card Issuance Procedures	6/2014	5
J	Contract Historical Data	06/2014	2
K	IT Security Applicable Documents List	6/2014	6

***TBS**–To Be Submitted

*__TBP__ –To Be Proposed

(End of clause)

[END OF SECTION J]

SECTION K OF NNG15499033R
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (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 1000 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 certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) 52.225-2, Buy American 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 Certifications. 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.

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

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

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

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals

Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (1852.209-73) (DEVIATION FEB 2012)

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

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

(End of provision)

K.4 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING and FEDERAL INCOME TAX VIOLATIONS (1852.209-74) (DEVIATION FEB 2012)

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

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of provision)

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

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

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

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

(b) The offeror represents that –

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

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

(End of provision)

K.6 RESTRICTIONS ON FUNDING ACTIVITY WITH CHINA–REPRESENTATION (1852.225-72) (FEB 2012)

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

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

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

(End of provision)

K.7 INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED, OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (1852.225-73) (JUNE 2013) (DEVIATION)

(a) Definitions –

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

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

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

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

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

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

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

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

(c) *Representation*. The Offeror represents that any information technology system offered, except those listed in paragraph (d) of this provision, is not produced,

manufactured, or assembled by an entity owned, directed or subsidized by the People's Republic of China.

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

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

[*List as necessary*]

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

(End of provision)

[END OF SECTION K]

SECTION L OF NNG15499033R
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

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

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

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

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

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

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

52.237-1 SITE VISIT (APR 1984)

(End of reference section)

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

Title: TIDES Technical Library
Web Address: https://foiaelibrary.gsfc.nasa.gov/
POC: Monica Allen
POC number: 301-286-9485
Viewing Time: 24 hours

(End of provision)

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

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

(End of provision)

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

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

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

Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP NNG15499033R
Attn: Monica Allen
NASA/GSFC Mail Code: 210.8
Contracting Officer Phone: (301) 286-9485

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

(End of provision)

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

Contracting Officer will make the 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 the following web addresses:
Federal Acquisition Regulation (FAR) clauses:

http://www.acquisition.gov/FAR

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

(End of provision)

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

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

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

(End of provision)

L.7 COMMUNICATIONS REGARDING THIS SOLICITATION (52.215-96) (AUG 2000)

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

Name: Monica Allen

Phone: 301-286-9485 (collect calls not accepted)

Fax: 301-286-1773

E-Mail: Monica.C.Allen@nasa.gov

*Address: Goddard Space Flight Center
Greenbelt, MD 20771
Attention: Monica Allen
Mail Code: 210.8

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

The Government will answer relevant and appropriate questions regarding this solicitation. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Any Offeror questions should be submitted as soon as possible, via email preferably.

(End of provision)

L.8 SAFETY AND HEALTH PLAN (1852.223-73) (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include

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

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

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

(1) The work will be conducted completely or partly on premises owned or controlled by the government.
(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
(3) The work, regardless of place of performance, involves hazards that could endanger the
public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

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

(End of provision)

L.9 DETERMINATION OF COMPENSATION REASONABLENESS (1852.231-71) (MAR 1994)

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

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

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

(d) The Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of $500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 20 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.10 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (1852.245-80) (JAN 2011)

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

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

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

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

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

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

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

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

(h) Existing Government property may be reviewed at the following locations, dates, and times: **During Site Visit**.

(End of provision)

L.11 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)

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

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

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

(End of provision)

L.12 PROPOSAL PREPARATION –GENERAL INSTRUCTIONS GSFC 52.215-201 (JUL 2014)

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

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

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

As part of the Request for Proposal, the offeror shall respond to how they would approach Two Representative Task Orders and One Sample Problem **(See L.14)**. THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP!

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Copies
I	Offer Volume	Original plus 3 Hard Copies and two electronic copies
II	Mission Suitability Volume	Original plus 6 Hard Copies and two electronic copies
III	Cost Volume	Original plus 5 Hard Copies, and one additional hard copy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 6 Hard Copies and two electronic copies

(2) Offerors and proposed significant subcontractors for cost proposal purposes, defined as any subcontractor that is estimated to exceed 20% of the proposed Government Pricing Model (GPM) total estimated cost value, shall include one (1) additional separately packaged hard copy of their Cost Proposal, marked NNG15499033R/NASA Proposal Evaluation Material", which the Government will forward to the cognizant Defense Contract Audit Agency (DCAA) office with their audit request.

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

(4) Two electronic copies of the Offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above), in Microsoft Office Word and Excel 2010 or Adobe Portable Document Format (PDF) (version X or greater). Cost proposal exhibits shall use Microsoft Excel 2010 and shall contain all formulas. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information**.** The Offeror shall provide written documentation that describes the contents of each CD-ROM and of each

file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The Offeror must certify that the electronic medium is virus free

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

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

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

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

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	**I**	**L.13**	**None**
Mission Suitability Volume	**II**	**L.14**	**85 Pages**
Cover Page, Indices, List of Acronyms, Table of Contents, SOW Compliance Matrix, Total Compensation Plan, Phase-in Plan, Quality Assurance Plan and Safety and Health Plan			**Excluded**
Cost Volume	**III**	**L.15**	**Mixed**
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B) with Position Descriptions included in Section 6,			**None**

Proposal Component	Volume	Reference	Page Limitations
and Direct and Indirect Rate Substantiation			
(b) Cost Exhibits			**None**
(c) Basis of Estimates			**25 Pages***
Past Performance Volume	**IV**	**L.16**	**Mixed**
(a) Information from the Offeror			**40 Pages***
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Written Consent Letters, Termination/Descope information, and List of Acronyms			**Excluded**

*Prime Offeror and all significant subcontractors (page limitation is for the total component (prime and all significant subcontractors)).

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

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

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

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

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

(End of provision)

L.13 OFFER VOLUME GSFC 52.215-203 (JAN 2014)

This must be a separate volume.

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

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

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 270 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, “Instructions to Offerors--Competitive Acquisitions,” a different validity period may be proposed by the Offeror.

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

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

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

(b) *SUMMARY OF EXCEPTIONS*

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

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

(c) *ADDITIONAL INFORMATION TO BE FURNISHED*

(1) Business Systems

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

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

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

awarded to the Offeror(s) who are determined to have an adequate accounting system.

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

(2) Contract Administration

Furnish the information listed below:

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

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

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

(3) Responsibility Information

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

(4) Taxpayer Identification Number

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

(5) Government Property

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

(6) Subcontractor Listing

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

(7) 8(a) Joint Venture

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

- Identify the companies included in the joint venture.

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

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

SBA must approve a joint venture agreement prior to the award of an 8(a) contract on behalf of the joint venture.
Award of the contract will only be made to a SBA approved 8(a) company or 8(a) Joint Venture.

(8) Organizational Conflicts of Interest

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, **Attachment G,** Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and

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

(End of provision)

L.14 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE) GSFC 52.215-210 (MAY 2014)

Contents of Mission Suitability Proposal Instructions

1. General Instructions
2. Mission Suitability Volume Format
3. Mission Suitability Instructions by Subfactor

1. General Instructions

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

As part of the Proposal, the Offeror shall respond to how they would approach two Representative Task Orders (RTO's) and one Sample Problem. THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE RTOs OR SAMPLE PROBLEM IN RESPONSE TO THIS RFP.

2. Mission Suitability Volume Format

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

Subfactor A — Technical Approach
Subfactor B — Management Approach

3. Mission Suitability Instructions by Subfactor

Subfactor A-- Technical Approach

The Offeror's technical approach should demonstrate an understanding of the requirements and provide the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address RTO #1 and RTO #2. The Offeror's response shall be in enough detail to clearly and fully demonstrate that the Offeror understands the requirements and the inherent challenges associated with the objectives of the procurement.

The RTOs included in **Enclosure 1** of the RFP are to help us understand how you, as our contractor, would carry out representative tasks associated with the SOW. The RTOs are purely hypothetical for purposes of this Request for Proposal and have no relationship to any real NASA mission. The Offeror shall describe its approach to implementing and staffing for RTO #1 and RTO #2. The response must be specific, detailed, and complete to demonstrate a clear and full understanding of the technical objectives and challenges in accomplishing the requirements. Each response to the representative task orders shall address the following:

- Discussion of how the assignment would be accomplished, including technical approach, Government interface, and schedule.

- Identification of potential technical problems, risks, and critical issues, discussion of problems mitigation/resolution, and discussion and basis for any assumptions made.

- Proposed staffing plan, including skill mix, level of staffing and staff phasing needed to accomplish the objectives.

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

The offeror shall document all assumptions and rationale that are made in response to the RTOs. Any assumptions made must be clearly stated.

The Offeror shall explain the approach for identifying the optimum skill mix based upon requirements of the RTO and the approach for matching skill mix to services/functions.

The offeror shall provide a response that demonstrates the offeror's technical understanding of the sample problem. The response shall develop and provide a plan that details the course of action needed to minimize schedule impacts while maintaining the reliability of the subsystem (see below). Discuss the risk, reliability, and programmatic impacts of your plan.

The offeror shall document all assumptions and rationale that are made in response to the sample problem. Any assumptions made must be clearly stated.

The offeror's response to this hypothetical sample problem should not include labor categories, labor hours, or cost estimates.

Problem:

The plumbing lines on a hydrazine propulsion system of a Class C mission were slightly bent while moving it from a dolly to a tilt table. Two lines were damaged when the lines inadvertently contacted a dolly stanchion. Although the bent portion of the lines is between two standoffs which appear to be unharmed, the full extent of damage is unknown. The government has assigned a mishap investigation board to determine the root cause.

This mishap occurred immediately after successfully completing the subsystem proof test. No leak or functional testing has been performed since the accident. The propulsion module is scheduled to be integrated with the spacecraft in two months for the start of observatory-level environmental testing.

(End of Sample Problem)

Subfactor B-- Management Approach

The offeror shall describe the approach for efficiently and effectively managing this IDIQ contract.

If applicable, offerors may provide any new or innovative methods, techniques or technologies intended to enhance the performance of the contract. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the task under the proposed contract. Efficiencies should be quantified where possible.

The offeror shall provide a risk assessment to identify and address any programmatic risks relevant to the offeror's accomplishment of the requirements in the contract. The offeror's discussion of a risk factor should provide the offeror's approach to managing the risk - the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

The offeror shall include an organizational chart that identifies where this contract fits in the corporate structure. Provide an organization chart for this program identifying all managerial positions by title. The offeror shall provide a detailed description of the roles, responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include

such elements as the span of control, degree of autonomy, lines of communication, and the Program Manager's authority to utilize and redirect subcontract resources and/or Joint Venture partner resources (if applicable). The plan should also discuss the processes for resolving priority conflicts for resources and functions within the organization. All interfaces with GSFC personnel and subcontractors must be clearly delineated.

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

Offers shall provide written position descriptions for all of the specific labor categories envisioned for this requirement under Section 6 of Attachment B, Direct Labor Rates, Indirect Rates, and Fee Matrices. Offerors need to address the minimum requirements in the position descriptions, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for each individual position. All position descriptions shall be incorporated into the resultant contract as part of Attachment B.

The offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of a significant subcontractor in the cost volume instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and provide: 1) a separate organization chart for each significant subcontractor, 2) the basis for selection of the significant subcontractor, 3) the nature and extent of the work to be performed by the significant subcontractor, including split of responsibilities and the potential percentages of work to be performed 4) the benefits of these arrangements to the Government, and 5) methods of management and reporting to GSFC of significant subcontractors' financial and technical plans and performance. The offeror shall discuss its plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract.

Task orders will be issued in accordance with the Task Ordering Procedure clause in Section H of this RFP. Detail your plans or management tools for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost. The offeror shall describe

what management approach their firm brings to understanding and managing multiple tasks for contracts of this magnitude. If the offeror proposes to use any tools in managing the contract, describe the capabilities and intended use of any tools and describe where and how these tools are being used currently.

The offeror shall describe resources, including manufacturing and other facilities, equipment, and applicable tools, that are available and required for supporting the performance of work on the contract. This discussion should include the relevance, location, ownership, capabilities, available capacity and Government accessibility of proposed resources (either internal and /or external to the contractor). With respect to engineering services, manufacturing and testing, describe how the offeror will accommodate periods of high work volumes in order to maintain Project(s) schedules.

The offeror shall address how to accommodate any potential fluctuations in off-site workforce and resulting changes in off-site facilities lease costs should facilities (e.g. office space) need to be de-scoped or increased in size. The offeror shall address how to minimize the financial impact to the Government, if these fluctuations occur.

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

The 45-day phase-in period will be accomplished through the issuance of a separate firm fixed price contract vehicle.

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

In accordance with **Exhibits 10A and 10B** "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall

provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include **Exhibits 10A and 10B** but should reference where the information appears in the Cost Volume.)

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

The offeror shall submit a written Quality Assurance Plan (QAP) that shall identify the offeror's approach to ensuring quality services throughout the duration of the contract. Specifically, the offeror shall identify in the plan the procedure for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the offeror's method (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. Offeror shall discuss its compliance to Clause E.2 "Higher-Level Contract Quality Requirement." The QAP will be incorporated into the contract as **Attachment E**.

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

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

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

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

The offeror's plan shall address its approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

(End of provision)

L.15 COST VOLUME INSTRUCTIONS GSFC 52.215-223 (AUG 2014)

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

1. Instructions

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

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

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

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

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

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to exceed 20% or more of the Government Pricing Model (GPM) total estimated cost value. A proposed significant subcontractor shall complete and submit **Exhibits 2A, 2B,** and **4** through **13E** and provide the same supporting information that is requested from the Prime Offeror. Any prospective significant subcontractor may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

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

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume as well as **Exhibit 11A**. Please ensure that all contact information provided is current and correct.

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

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

2. Cost Proposal Format

(a) <u>DIRECT AND INDIRECT RATE SUBSTANTIATION</u>

Any Offeror proposing to use the incumbent workforce must use the incumbent labor rates provided in **Enclosure 2** for those labor categories for which rates are available to develop

the proposed estimated cost. For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor, provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

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

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

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

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

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

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

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

The Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 2A** to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 1A) must match those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.** Also, the Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 2B** must match those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.**

(c) GOVERNMENT PRICING MODEL

To be completed by the Prime Offeror ONLY

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

- At the top of **Exhibit 1A**, the Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s) in **Exhibit 1A** that will be applied to the Subcontractor(s) GPM-Specified Non-Management Direct Labor Loaded Rates in accordance with the Prime Offeror's current accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fixed Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in **Exhibit 5**).

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

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

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

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

- The Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rates in **Exhibit 1A** for **each** GPM-Specified Contract Non-Management Direct Labor Category shall be multiplied against the respective GPM estimated direct labor hours for each GPM-Specified Non-Management Direct Labor category set forth in **Exhibit 1A** to derive the Total GPM-Specified Non-Management Direct Labor Costs for each Category plus the overall Subtotal GPM-Specified Non-Management Direct Labor Costs. There **must** be a composite rate totaling 100% for **each and every** GPM-Specified Non-

Management Direct Labor Category in Exhibit 1A. In addition, the GPM estimated non-management direct labor provided for each labor category in **Exhibit 1A** shall ***not*** be changed.

- The labor hours in the Government Pricing Model are based on a 40-hour work week with no uncompensated overtime. Unless specified, the hours are consistent each year throughout the period of performance.

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

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

- In **Exhibit 1B - OFFEROR PASS THROUGH COST FOR OTHER DIRECT COST,** plug numbers have been provided for select ODCs: prime and subcontractor travel costs, prime and subcontractor other ODCs, and prime and subcontractor material costs. The Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee) in **Exhibit 1B** that will be applied to the ODCs in accordance with the Prime Offeror's approved accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fee) that corresponds to the rate applied. The loadings applied must be consistent with Exhibits 5 or 7, as appropriate, and **Attachment B**.

- The Prime Offeror shall complete **Exhibit 1C, Government Pricing Model Grand Total Summary – Bid Rates**. The Grand Total Government Pricing

Model value is a summation of the Subtotal Government Non-Management Direct Labor Costs (Onsite and Offsite); the Subtotal Offeror Labor-oriented Management and Administrative Costs; the Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in **Exhibit 1A,** and the Offeror Pass-Through Cost for Other Direct Costs in **Exhibit 1B**.

(d) NON-MANAGEMENT DIRECT LABOR CATEGORY CONVERSION

Prime Offerors and **all** Subcontractors (regardless of dollar value) included in **Exhibit 1A** shall complete **Exhibit 2A, Non-Management Direct Labor Category Conversion**. This exhibit show how the Prime Offeror's and **all** Subcontractors' individual direct labor categories/rates are proportioned and converted to the GPM-Specified Non-Management Direct Labor Categories. **Exhibit 2A** summarizes the unburdened direct labor rates, bid indirect rates, and fee rate used to derive each Loaded GPM-Specified Non-Management Direct Labor Category Rate used in **Exhibit 1A**. Prime Offerors and **all** Subcontractors shall complete a separate **Exhibit 2A** for each performance site (Onsite and Offsite) for which they are providing GPM-Specified Non-management Direct Labor using the applicable bid rates for each site. The Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 2A** to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 1A) must match those proposed in **Attachment B DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.** When completing this exhibit, Offerors must specify the applicable (Onsite and Offsite) and provide rates only for those labor categories specified in **Exhibit 1A** for the site indicated. (For instance, Offerors should only propose a rate for the Technician in the **Exhibit 2A** designated "Onsite" since no Manufacturing Site" hours are specified for this position.)" Offerors should note that **Exhibit 2A** is site-specific. When completing this form, Offerors must specify the applicable site (Onsite or Offsite) and provide rates only for those labor categories specified in **Exhibit 1A** for the site indicated.

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

(e) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit **Exhibit 2B**, **Offeror Management and Administrative Labor**, for all Offeror proposed management and/or administrative labor categories included in **Exhibit 1A.** If any Subcontractor management and/or administrative labor categories are also proposed in **Exhibit 1A**, the respective Subcontractor shall also complete and submit **Exhibit 2B**. The Offerors' and Subcontractors' individual direct labor categories/rates and indirect rates used in **Exhibit 2B** must match those proposed in **Attachment B DIRECT LABOR RATES,**

INDIRECT RATES, AND FEE MATRICES. The Loaded Management and Administrative Bid Labor Rates derived in **Exhibit 2B** must match the Prime Offeror and/or Subcontractor Loaded Management and Administrative Bid Labor Rates used in **Exhibit 1A**.

For **Exhibit 2B**, Offerors will note that all Management and Administrative labor categories shall be proposed using Offsite rates.

(f) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

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

(g) GPM BASIS OF ESTIMATES (BOE)

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

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

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

(h) CONTRACT SOURCE OF PERSONNEL

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

(i) SUMMARY OF INDIRECT RATES

Exhibit 5 summarizes the Contractor Fiscal Year to Contract Year conversion for Overhead, G&A, and any "Other" indirect rates that the Offeror proposes in accordance with their current accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 2** of **Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.**

(j) INDIRECT RATE EXPENSE POOLS:

Exhibit 6A Overhead Expense Pool

Exhibit 6A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to Contract Year. (Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the JV must be provided; this portion cannot be left blank.)

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

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

Exhibit 6B shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to Contract Year. (Note: for any offerors who are proposing as an Unpopulated Small Business Administration-approved Joint Venture (JV), then the actual expenses for the prior three years of both entities that comprise the JV must be provided; this portion cannot be left blank.)

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

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

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

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

(l) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 45-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibits 8** and **8A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about June 29, 2015.

(m) PRODUCTIVE WORK YEAR CALCULATIONS

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

(n) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, in **Exhibits 10A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 10B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(o) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 11A** and **11B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business

systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

(q) REPRESENTATIVE TASK ORDER (RTO) COSTS

Offerors shall complete the following **Exhibits 13** through **13E** for **RTO 2 ONLY**. Offerors shall use the "not to exceed" bid rates in **Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES** of your proposal for pricing the RTOs.

Exhibit 13 shows the Offeror's proposed elements of cost (direct labor, indirect costs and ODCs) and fee associated with performing the individual RTO.

Exhibit 13A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for the RTO by individual direct labor category, onsite, offsite, month, and CY.

Exhibit 13B summarizes the activities that the Offeror proposes to subcontract out by RTO and Contract Year.

Exhibit 13C details the proposed material items and costs by RTO and Contract Year.

Exhibit 13D details the proposed travel costs by RTO and Contract Year.

Exhibit 13E details the proposed other direct cost items and costs by RTO and Contract Year.

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

(End of provision)

L.16 PAST PEFORMANCE VOLUME GSFC 52.215-230 (JUN 2014)

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

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

requirements of the proposed contract.

(a) *INFORMATION FROM THE OFFEROR*

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of $2M that your company has had within the last 5 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $2M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 10% of the estimated average annual dollar value of the proposed significant subcontract.

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

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

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

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The

Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

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

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

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

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

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

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

  In this example, an Offeror would provide the following:

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

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

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

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

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

- Method of acquisition: competitive or noncompetitive.

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

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

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

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

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

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

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

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

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

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center one week in advance of the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: Monica Allen, Code 210.M
Greenbelt, MD 20771
Telephone: 301-286-9485
or
EMAIL: Monica.C.Allen@nasa.gov
or
FAX: 301-286-1773 with cover letter

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

(End of provision)

L.17 PROPOSAL MARKING AND DELIVERY GSFC 52.215-205 (SEPT 2014)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number: NNG15499033R
Attn: Monica Allen, Code 210.M
Building 26, Room 050 SEB Facility

PROPOSAL--DELIVER UNOPENED"

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

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

2. Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 35, Goddard Space Flight Center, which must be accessed via the access road off of Good Luck Road and requires entry via the security guard gate. Proposals must be received at the designated receiving office **no later than the date and time designated in Block 9 of the SF 33.**

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

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

3. Methods of Proposal Delivery

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

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent
It is highly encouraged for all Offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

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

(End of provision)

[END OF SECTION L]

SECTION M OF NNG15499033R
EVALUATION FACTORS FOR AWARD

M.1 PROSPECTIVE CONTRACTOR RESPONSIBILITY

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

(b) The following special standards of responsibility have been established for this procurement: **None**

(End of text)

M.2 SOURCE SELECTION AND EVALUATION FACTORS–GENERAL GSFC 52.215-300 (JAN 2014)

1. Source Selection

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

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

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

2. Evaluation Factors and Subfactors

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

3. Relative Order of Importance of Evaluation Factors

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

Cost Factor is less important than the Mission Suitability Factor but more important than the Past Performance Factor.

(End of provision)

M.3 MISSION SUITABILITY FACTOR GSFC 52.215-310 (MAY 2014)

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

The Government may choose to incorporate any positive aspects of an offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An offeror's proposed Mission Suitability approach shall be consistent with its proposed cost information.

1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A –Technical Approach

The Government will evaluate the offeror's proposal for an understanding of the requirements and effectiveness of provided techniques and procedures used to satisfy the requirements in a timely and cost effective manner. The Government will evaluate the offeror's technical approach for completeness, realism, relevance, adequacy, and effectiveness. The government will evaluate the Offeror's response to the RTO's for clarity and demonstration of a full understanding of the requirements and inherent challenges associated with the objective of this procurement.

The Government will evaluate the technical approach, skill mix (labor categories and projected hours), level of staffing and staff phasing at both the sub-task level and the task level, Government interface, the flow of activities and critical milestones from start to completion (including time line/schedule), identified deliverable documents and products, facilities and equipment, and any other information to determine the adequacy, comprehensiveness, reasonableness, and effectiveness of the offeror's plan. The Government will evaluate the staffing plan for adequacy and reasonableness and in terms of effectiveness and quantifiable efficiency in accomplishing the RTO's. The Government will evaluate how the offeror intends to staff the RTO's and how the approach will allow the offeror to meet the requirements of the RTO's to determine

adequacy and reasonableness.

The Government will evaluate each plan to ensure the offeror has a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigations and resolutions. The Government will evaluate any assumptions made in preparing a response to the representative task orders for reasonableness and relevance and the effectiveness of the Offeror's identification and response to potential risks under the RTO. This includes evaluation of the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame and risk acceptance or mitigation.

The offeror's approach to the sample problem will be evaluated for understanding, reasonableness, realism, risk and effectiveness. The Government will evaluate the offeror's proposed balance of schedule impacts against reliability of the subsystem for understanding and realism. The Government will evaluate the effectiveness of the offeror's approach to mitigate technical risk and programmatic impacts. The Government will evaluate the reasonableness of any assumptions and rationale made in preparing a response to the scenario. The Government will evaluate the reasonableness and effectiveness of the recovery approach. The Government will evaluate the effectiveness and efficiencies of how the proposed plan manages or addresses technical requirements and programmatic performance. The Government will evaluate the realism and relevance of risk mitigation

Subfactor B –Management Approach

The Government will evaluate the offeror's approach for managing the proposed work in this contract to ensure efficiency and effectiveness.

The Government will evaluate any new or innovative methods, techniques or technologies that are proposed by the offeror with respect to their benefit to the Government. The Government will evaluate the appropriateness and effectiveness of the offeror's proposed innovations, techniques, technologies and quantifiable efficiencies.

The Government will evaluate the offeror's risk assessment for adequacy and effectiveness of the approach to managing the risk, in terms of the probability of the risk, impact and severity, time-frame and rationale for risk acceptance or mitigation plan.

The Government will evaluate the organizational chart that identifies where this contract fits in the corporate structure for adequacy and reasonableness. The Government will evaluate the organization chart for this program identifying all managerial positions by title to ensure adequacy and reasonableness. The Government will evaluate the detailed description of the roles, responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management

for adequacy, efficiency and completeness. The Government will evaluate, for reasonableness and effectiveness, elements such as the span of control, degree of autonomy, lines of communication, and the Program Manager's authority to utilize and redirect subcontract resources and/or Joint Venture partner resources (if applicable), to ensure the requirements of this contract will be met. The Government will evaluate, for effectiveness, efficiency and realism, the processes for resolving priority conflicts for resources and functions within the organization to ensure requirements will be met. All interfaces with GSFC personnel and significant subcontractors will be evaluated for adequacy and reasonableness.

The offeror's plan for staffing a qualified workforce will be evaluated based on the ability to effectively meet contract requirements. The offeror's ability to provide any necessary support to perform under the resultant contract, respond to critical requirements, and staff new requirements from existing resources and from outside sources will be evaluated for reasonableness and adequacy. The offeror's backup staffing plan will be evaluated for reasonableness and effectiveness.

The offeror's provided position descriptions for the specific labor categories will be evaluated for adequacy, comprehensiveness and relevance. The Government will evaluate the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position for relevance and suitability.

The Government will evaluate the offeror's strategy for using (or not using) significant subcontractors and the effectiveness of that strategy in leading to successful contract performance. If significant subcontractors are proposed, the Government will evaluate proposed subcontractors, their interfaces to your organizational structure, and: 1) the basis for selection of the subcontractor, 2) the nature and extent of the work to be performed by the subcontractor, 3) the benefits of these arrangements to the Government, and 4) methods of managing subcontractor performance, including plans for addressing any problems that arise as a result of poor and/or non-performance of subcontracted portions of the contract for reasonableness, relevance and adequacy.

Any proposed management tools will be evaluated regarding their applicability, effectiveness and potential value to the Government relative to the contract. The Government will evaluate, for appropriateness, realism, timeliness and associated risk, the offeror's management approach to understanding and managing multiple tasks for contracts to ensure the requirements of this contract are met.

The Government will evaluate the offeror's proposed resources, including manufacturing and other facilities, equipment, and applicable tools, for relevancy, capabilities, available capacity, and accessibility. With respect to engineering services, manufacturing and testing, the Government will evaluate, for realism, adequacy,

timeliness, risk and effectiveness, and the offeror's ability to accommodate periods of high work volumes in order to maintain Project(s) schedules.

The Government will evaluate, for risk, reasonableness and agility, the offeror's ability to accommodate any potential fluctuations in off-site workforce and resulting changes in off-site facilities lease costs should facilities need to be de-scoped or increased in size for the benefit of the Government.

The Government will evaluate the offeror's phase-in plan for continuity, reasonableness and efficient transition of contract requirements and staffing during the 45-day phase-in period including the timely processing of the Personal Identity Verification (PIV) requirements. The Government will evaluate the phase-in plan for effective and timely assumption of full contract responsibility by the end of the phase-in period. The Government will evaluate the phase-in plan for maintaining continuity of ongoing work and administrative staffing of personnel. If proposed, the Government will evaluate for reasonableness, any assumptions or dependencies on the incumbent contractor during the 45-day phase-in period.

The Government will evaluate the offeror's total compensation plan including fringe benefits in accordance with FAR 52.222-46, "Evaluation of Compensation for Professional Employees, to determine if it reflects a sound management approach and understanding of the contract requirements. The total compensation plan will be evaluated for the offeror's ability to provide uninterrupted high-quality work. The total compensation plan proposed will be evaluated for its expected impact on recruiting and retention, its realism, and its consistency with a total plan for compensation. Because of the possible effect on the offeror's ability to retain a competent workforce, a total compensation plan that is unrealistically low or not in reasonable relationship to the various labor categories, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

The offeror's Quality Assurance Plan will be evaluated for completeness and effectiveness. The offeror's plan to ensure compliance with quality standards and Clause E.2 "Higher-Level Contract Quality Requirement" will be evaluated. The offeror's procedures for implementing its' Quality Management System will be evaluated to ensure that the organization's methods are adequate. The offeror's methodology for continuous improvement, process performance measurements, and any other corporate process initiatives will be evaluated for relevance and effectiveness to determine if the offeror is continually evaluating its own performance to ensure quality services are provided.

The Government will evaluate for adequacy, relevance and appropriateness of the offeror's Safety and Health Plan. The Safety and Health Plan must ensure that work environments, supplies and services are provided in a safe and healthy manner to the Government.

The offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well-being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The offeror's plan for handling hazardous materials identified in the Section I, “Hazardous Material Identification and Material Safety Data” (FAR 52.223-3—ALTERNATE I) clause will be evaluated for compliance and responsiveness.

2. Evaluation Findings

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

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

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

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

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

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

3. Weights and Scoring

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

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

	Points
Subfactor A – **Technical Approach**	**500**
Subfactor B – **Management Approach**	**500**
Total	**1000**

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

(End of provision)

M.4 COST EVALUATION FACTOR GSFC 52.215-323 (JUN 2014)

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

Both the "proposed and probable cost" will typically reflect the Offeror’s proposed fee amount. Proposed fee will be corrected to resolve mathematical errors, if any. Proposed fee will not be adjusted as a result of any cost realism adjustments to establish probable cost.

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

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

(End of provision)

M.5 PAST PERFORMANCE EVALUATION FACTOR GSFC 52.215-330 (JUN 2014)

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

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

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

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

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least $2M.

For the purposes of the Past Performance Volume, a proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $2M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

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

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

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

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

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

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

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

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

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

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

Very High Level of Confidence

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

High Level of Confidence

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

Moderate Level of Confidence

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

Low Level of Confidence

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

Very Low Level of Confidence

The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or

more areas which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

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

(End of provision)

[END OF SECTION M]