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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (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 Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-91 Section H NFS 1852.216-80	As Required in Clause	NASA Task Order Management System (TOMS)
4	Reports of Work	Section C GSFC 52.235-92	As Required in Clause	As specified in Clause
5	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment C	Monthly and Quarterly in accordance with Attachment C	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
6	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests–30 days in Advance of Travel. Reports–Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
7	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
8	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15th and Final Report at end of contract.	NF 1018 Electronic Submission System (NESS)

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
9	Contract Historical Data	Section G GSFC 52.242-91 Attachment K	30 Days after Contracting Officer Request	Electronic Format/CO
10	Safety & Health Reporting	Section H 52.236-13	Plan-30 Days after contract award and then, Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
11	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment J	10th Calendar Day of the Month and As Required	Electronic Format and Hard Copy/COR & Code 240
12	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
13	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
14	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
15	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO
16	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	30 Days after Contract Effective Date	Electronic Format/CO
17	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
18	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	www.sam.gov

(End of clause)

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

CORE REQUIREMENT: The estimated cost of the Core Requirement of the contract is [TBP] exclusive of the fixed fee of [TBP]. The total estimated cost and fixed fee is [TBP] for the Core Requirement of the contract.

INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ): 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.3 GSFC 52.217-90 OPTION TO EXTEND (SEP 2013)

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

Option	Period of Performance	Amount	
1	22 Months from start of Base Year through 24 Months.	Estimated Cost	$TBP
		Fixed Fee	$TBP
		Total CPFF	$TBP
2	24 Months from start of Option 1 through 14 Months.	Estimated Cost	$TBP
		Fixed Fee	$TBP
		Total CPFF	$TBP
		Total CPFF	$TBP

(End of Clause)

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

Core Requirements:

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

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

IDIQ Task Order Portion Funding:

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

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(b) An additional amount of ___$TBD is obligated under this contact for the IDIQ Task Order Portion for payment of fee.

(End of Clause)

B.5 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008) (Pertains to IDIQ Requirements)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $5,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $246,000,000. 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.6 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010) (Pertains to IDIQ Requirements)

(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 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.

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(End of clause)

B.7 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)

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

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

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

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

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

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

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

(End of clause)

[END SECTION B]

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SECTION C - DESCRIPTION-SPECIFICATIONS-STATEMENT OF WORK

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

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

(End of clause)

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

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

NONE

(End of clause)

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

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

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

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

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

[M=Monthly Report, F=Final Report]

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

(End of clause)

[END SECTION C]

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SECTION D - PACKAGING AND MARKING

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

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

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

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

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

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

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

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

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

_____TBD_____
_____
_____

(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)

D.3 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

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

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(End of clause)

[END SECTION D]

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SECTION E - INSPECTION AND ACCEPTANCE

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

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

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

-or

(b) The Aerospace Standard (AS) 9100.

(c) Quality Assurance Plan

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 trim of the contract, management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of clause)

E.3 1852.246-71 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (OCT 1988)

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

ITEM	QUALITY ASSURANCE FUNCTION	LOCATION
Contractor Quality Assurance Plan	Ensure that the Contractor performs in accordance with their quality assurance plan	NASA Goddard Space Flight Center
Contractor Quality Assurance Plan/Contract	To ensure that the Government receives the quality of services and products called for in the contract.	NASA Goddard Space Flight Center
Management Plan	Ensure that the Contractor performs in accordance with their management plan	NASA Goddard Space Flight Center

Quality assurance will be done in accordance with individual task orders as well as with the Core requirements of the contract.

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(End of clause)

E.4 GSFC 52.246-92 ACCEPTANCE—SERVICES (SEP 2013)

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

(End of clause)

E.5 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUGUST 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in 2 Copies and 1 Original.
(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

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

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

Item No.	Description
1.	Services Rendered
2.	Reports

(End of clause)

E.7 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

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

(End of clause)

E.8 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

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

(End of clause)

[END SECTION E]

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SECTION F- DELIVERIES AND PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

F.2 RESERVED

F.3 GSFC 52.217-92 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD (JAN 2014)

The period of performance of the Core requirements of this contract shall be for a period of 22 months from the contract effective date of TBD.

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

(End of clause)

F.4 PLACE OF PERFORMANCE - SERVICES

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

(End of clause)

F.5 RESERVED

F.6 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (NOV 2012)

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

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

Marked for:

Technical Officer (Name)_____TBD_____
Code ____TBD_____
Building____TBD_____
Room _____TBD_____
Contract No. __TBD_____
Item(s) No.____TBD_____

The above to be specified in each task order. For the CORE requirements of the contract shipments shall be marked for: ***TBD****.*

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

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(End of Clause)

F.7 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

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

(End of clause)

[END SECTION F]

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.227-86 COMMERCIAL COMPUTER SOFTWARE--LICENSING (DEC 1987)

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

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

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

G.5 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

G.6 GSFC 52.216-103 SUBMISSION OF VOUCHERS FOR PAYMENT (JUN 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 (GSFC)

c. Ship To Code: 803250 (GSFC)

d. DCAA DoD Activity Address Code (DCAA DoDAAC): *[Cognizant DCAA office will be added here after award]*

e. Service Approver DoDAAC: 803249 (GSFC)

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f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249 (GSFC)

(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.
[Contracting Officer's e-mail address will be added here after contract award]

(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 7. 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)

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

(End of Clause)

G.8 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)

See http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html

(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
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.9 RESERVED

G.10 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

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

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, Contracting Officer’s Representative (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 I.

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

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

____ (4) Supplies from stores stock.

____ (5) Publications and blank forms stocked by the installation.
__X__ (6) Safety and fire protection for Contractor personnel and facilities.
__X__ (7) Installation service facilities: IT Services through the Agency Consolidated End-user Services (ACES) contract.
____ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
___X_ (9) Cafeteria privileges for Contractor employees during normal operating hours.
__X__ (10) Building maintenance for facilities occupied by Contractor personnel.
____ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of Clause)

G.11 RESERVED

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

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the 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

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

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

(End of clause)

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

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

(1) The Contractor shall inventory—

(i) Items of property furnished by the Government;

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

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

(iv) Complete but undelivered deliverables.

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

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The

Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

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

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

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

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

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

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

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

(2) Include additional supporting reports of—

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

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

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

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

(End of clause)

G.15 1852.245–82 OCCUPANY MANAGEMENT REQUIREMENTS (JANUARY 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

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required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.16 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE TASK ORDERS (SEP 2013)

The following personnel are authorized to issue task orders under this contract. All designated personnel are employed by the GSFC unless otherwise indicated:

Contracting Officer

(End of clause)

G.17 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (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 B of Section J of this contract.

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

Distribution shall be as follows:

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

Contracting Officer's Representative, Code 580
E-Mail: TBD

Resources Analyst, Code TBD
E-Mail: TBD

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

Administrative Contracting Officer (if delegated)

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

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

(End of clause)

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G.18 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY—ON-SITE AND OFF-SITE (MAR 2011)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (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 1852.245-74, “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 1852.245-73, “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.

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

(End of clause)

G.19 RESERVED

G.20 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) G.1 through G.6 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)**[END SECTION G]**

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

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

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

(b) The nature of this conflict is as follows:

(1) The Statement of Work in the solicitation requires that the Contractor administer many of the IT systems in the Applied Engineering Technology Directorate (AETD) In light of that requirement, the Contractor will have administrative level rights to the IT systems which would allow them to view and copy data off of the systems. This could create unequal access organizational conflicts of interest (OCI). Due to the administrative rights for IT that the Contractor will hold, they may also have access to proprietary or other sensitive information of other companies, which would also give rise to an unequal access OCI.

(2) The Contractor may be required to develop software designs and architectures, trade studies and analysis, and specifications which would give rise to a biased ground rules OCI.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop software designs and architectures, trade studies and analysis, or specifications 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 two years beyond the end of this contract. NASA shall not unilaterally require the Contractor to prepare such software designs and architectures, trade studies and analysis, or specifications 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 52.236-13 ACCIDENT PREVENTION (NOV 1991) ALT I

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.
(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—
(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR part 1926 and 29 CFR part 1910; and
(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.
(f) Before commencing the work, the Contractor shall—
(1) Submit a written proposed plan for implementing this clause. The plan shall be due 30 days after contract award. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and
(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of Clause)

H.4 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.5 1852.225-70 EXPORT LICENSES (FEB 2000)

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

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

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

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

its subcontractors.

(End of Clause)

H.6 RESERVED

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

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

(d) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) 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.

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H.8 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 J, 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 J 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

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

(End of clause)

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR (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 [insert date of offer] are hereby incorporated by reference in this resulting contract.

(End of clause)

H.10 GSFC 52.211-95 GOVERNMENT PREMISES—PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (APR 2013)

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

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

(1) Harassment and Discrimination Announcements
http://eeo.gsfc.nasa.gov/policy.html
(2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
(3) GPR 1600.1, GSFC Security Requirements
(4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
(5) GPR 1700.1, Occupational Safety Program at GSFC
(6) GPR 1700.2, Chemical Hygiene Plan

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

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

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

(End of clause)

H.11 RESERVED

H.12 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to:
Any data requested by the Government for any legitimate government use.

(End of clause)

H.13 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL—Alternate I, II, Alternate III and Alternate IV 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.14 RESERVED

H.15 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA

(a) Definitions. As used in this clause-

"Government-furnished computer software" or "GFCS" means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or at least Government purpose license rights thereto; and (2) subsequently furnished to the Contractor for performance of a Government contract.

"Computer software", "data" and "technical data" have the meaning provided in the Federal Acquisition Regulations (FAR) Subpart 2.1-Definitions and Rights in Data-General Clause (52.227-14)

(b) The Government shall furnish to the Contractor the GFCS described below:
(1) Any or all computer software provided in performance of this contract.
(2) The Government shall furnish related technical data needed for the intended use of the GFCS

(c) *Use of GFCS and related technical data*. The Contractor shall use the GFCS and related technical data, and any modified or enhanced versions thereof, only for performing work under this contract unless otherwise provided for in this contract or approved by the Contracting Officer.

(1) The Contractor shall not, without the express written permission of the Contracting Officer, reproduce, distribute copies, perform publicly, display publicly, release, or disclose the GFCS or related technical data to any person except for the performance of work under this contract.

(2) The Contractor shall not modify or enhance the GFCS unless this contract specifically identifies the modifications and enhancements as work to be performed. If the GFCS is modified or enhanced pursuant to this contract, the Contractor shall provide to the Government the complete source code, if any, of the modified or enhanced GGCS.

(3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this contract shall be defined by the FAR Rights in Data Clause(s) included in this contract. If no Rights in Data clause is included in the contract, then the FAR Rights in Data-General (FAR 52.227-14) shall apply to all data first produced in performance of this contract.

(4) The Contractor may provide the GFCS, and any modified or enhanced versions thereof, to subcontractors as required for the performance of work under this contract. Before release of the GFCS, and any modified or enhanced versions thereof, to such subcontractors (as any tier), the Contractor shall insert, or require

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the insertion of, this clause, including this paragraph (c)(4), suitably modified to reflect the relationship of the parties, in all such subcontracts (regardless of tier).

(d) The Government provides the GFCS in an "AS-IS" condition. The Government makes no warranty with respect to the serviceability and/or suitability of the GFCS for contract performance.

(e) The Contracting Officer may by written notice, at any time-

(1) Increase or decrease the amount of GFCS under this contract;
(2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract.
(3) Withdraw authority to use the GFCS or related technical data; or
(4) Instruct the Contractor to return or dispose of the GFCS and related technical data.

(f) *Title to or license rights in GFCS*. The Government shall retain title to or license rights in all GFCS. Title to or license rights in GFCS shall not be affected by its incorporation into or attachment to any data not owned by or licensed to the Government.

(g) *Waiver of Claims and Indemnification.* The Contractor agrees to waive any and all claims against the Government and shall indemnify and hold harmless the Government , its agents, and employees from every claim or liability, including attorney's fees, court costs, and expenses, arising out of , or in any way related to , the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Contractor or by any person to whom the Contractor has released or disclosed such GFCS or related technical data.

(h) The terms and conditions of this clause shall flow down to all subcontractor(s), regardless of tier.

(End of text)

H.16 GSFC 52.242-91 ADVANCE AGREEMENT BETWEEN THE PARTIES: REQUIREMENT TO PROVIDE CONTRACT HISTORICAL DATA (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 K , CONTRACT HISTORICAL DATA, of the contract.

(End of clause)

H.17 RESERVED

H.18 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

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

(End of clause)

[END SECTION H]

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SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (NOV 2013)

I.2 52.203-3 GRATUITIES (APR 1984)

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

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

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

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

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

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

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

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

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

I.11 RESERVED

I.12 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

I.13 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

I.14 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.16 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)

I.17 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

I.18 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)

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I.19 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

I.20 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

I.21 52.209-10- PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)

I.22 52.210-1 MARKET RESEARCH (APR 2011)

I.23 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)

I.24 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I.25 RESERVED

I.26 I.25 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (AUG 2011)

I.27 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

I.28 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

I.29 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

I.30 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

I.31 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS. (OCT 2010)

I.32 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.33 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

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

I.34 52.216-8 FIXED FEE (JUN 2011)

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

I.36 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

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

I.40 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
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I.41 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) *$0.*

I.42 52.222-3 CONVICT LABOR (JUN 2003)

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

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

I.45 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

I.46 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

I.47 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)

I.48 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.49 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.50 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

I.51 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

I.52 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.53 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.54 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

I.55 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.56 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.57 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.58 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.59 52.227-11 PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (MAY 2014)

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I.60 RESERVED

I.61 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

I.62 52.232-17 INTEREST (MAY 2014)

I.63 RESERVED

I.64 RESERVED

I.65 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.66 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

I.67 52.232-25 PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)

I.68 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.69 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

I.70 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)

I.71 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

I.72 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.73 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

I.74 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.75 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

I.76 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.77 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

I.78 52.242-13 BANKRUPTCY (JUL 1995)

I.79 52.243-2 CHANGES - COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)

I.80 52.244-2 SUBCONTRACTS (OCT 2010)

I.81 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2014)

I.82 52.245-1 GOVERNMENT PROPERTY (APR 2012)

I.83 52.245-9 USE AND CHARGES (APR 2012)

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I.84 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

I.85 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.86 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

I.87 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.88 RESERVED

I.89 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.90 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)

I.91 RESERVED

I.92 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

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

(End of clause)

I.93 52.215-23 LIMITATION ON PASS-THROUGH CHARGES (OCT 2009)

I.94 1852.215-84 OMBUDSMAN (NOV 2011) -- ALTERNATE I (JUN 2000)

I.95 RESERVED

I.96 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JULY 1997)

I.97 RESERVED

I.98 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)

I.99 RESERVED

I.100 RESERVED

I.101 1852.228-75 MINIMUM INSURANCE COVERAGE (OCTOBER 1988)

I.102 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.103 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

I.104 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.105 1852.216-90 RESERVED

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I.106 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

I.107 RESERVED

I.108 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period (See clause F.3) of this contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall 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.109 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

(End of clause)

*The following clause only applies to the Core Requirements of the contract.

I.110 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) CORE CONTRACT ONLY

(a) The Government may extend the term of this contract by written notice to the Contractor within 36 Months; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I.111 RESERVED

I.112 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)(DEVIATION)

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

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

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

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

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

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

(2) The ___**TBD**_____ [*insert name of SBA's contractor*] will notify the NASA Goddard Space Flight Center 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.113 52.227-14 RIGHTS IN DATA-GENERAL (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007)

(a) Definitions. As used in this clause-

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

"Computer software"-

(1) Means
(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
(2) Does not include computer databases or computer software documentation.
"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.
"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.
"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.
"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.
"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.
"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).
"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
(b) Allocation of rights.
(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-
(i) Data first produced in the performance of this contract;
(ii) Form, fit, and function data delivered under this contract;
(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

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(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

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contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.
(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".
(e) Unauthorized marking of data.
(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.
(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
(f) Omitted or incorrect markings.

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(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.

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(vi) any 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

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other right otherwise granted to the Government.

(End of clause)

I.114 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data -- General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data -- General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data -- General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of Clause)

I.115 52.227-17 RIGHTS IN DATA – SPECIAL WORKS (DEC 2007) AS MODIFIED BY NFS 1852.227-17

(a) Definitions. As used in this clause—
"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.
"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) The Government shall have—
(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.
(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.
(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.
(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.
(c) Copyright—

(1) Data first produced in the performance of this contract.
(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.
(2) Data not first produced in the performance of this contract. The Contractor shall not, without 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 and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and 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.
(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.
(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.
(f) Whenever the words "establish" and "establishment" are used in this clause, with reference to a claim to copyright, they shall be construed to mean "assert" and "assertion", respectively.

(End of clause)

I.116 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT -- MAJOR SYSTEMS. (MAY 2014)

(a) Scope of declaration. The Contractor shall provide, in accordance with 41 U.S.C. 2302(e)(7), the following declaration with respect to all technical data that relate to a major system and that are delivered or required to be delivered under this contract or that are delivered within 3 years after acceptance of all items (other than technical data) delivered under this contract unless a different period is set forth in the contract. The Contracting Officer may release the Contractor from all or part of the requirements of this clause for specifically identified technical data items at any time during the period covered by this clause.

(b) Technical data declaration.

(1) All technical data that are subject to this clause shall be accompanied by the following declaration upon delivery:

Technical Data Declaration (Jan 1997)

The Contractor, _____, hereby declares that, to the best of its knowledge and belief, the technical data delivered herewith under Government contract No. _____ (and subcontract _____, if appropriate) are complete, accurate, and comply with the requirements of the contract concerning such technical data.

(End of declaration)

(2) The Government may, at any time during the period covered by this clause, direct correction of any deficiencies that are not in compliance with contract requirements. The corrections shall be made at the expense of the Contractor. Unauthorized markings on data shall not be considered a deficiency for the purpose of this clause, but will be treated in accordance with paragraph (e) of the Rights in Data -- General clause included in this contract.

(c) Technical data revision. The Contractor also shall, at the request of the Contracting Officer, revise technical data that are subject to this clause to reflect engineering design changes made during the performance of this contract and affecting the form, fit, and function of any item (other than technical data) delivered under this contract. The Contractor may submit a request for an equitable adjustment to the terms and conditions of this contract for any revisions to technical data made pursuant to this paragraph.

(d) Withholding of payment.

(1) At any time before final payment under this contract the Contracting Officer may withhold payment as a reserve up to an amount not exceeding $100,000 or 5 percent of the amount of this contract, whichever is less, if in the Contractor fails to—

(i) Make timely delivery of the technical. data;

(ii) Provide the declaration required by paragraph (b)(1) of this clause;

(iii) Make the corrections required by paragraph (b)(2) of this clause; or

(iv) Make revisions requested under paragraph (c) of this clause.

(2) The Contracting Officer may withhold the reserve until the Contractor has complied with the direction or requests o the Contracting Officer or determines that the deficiencies relating to delivered data, arose out of causes beyond the control of the Contractor and without the fault or negligence of the Contractor.

(3) The withholding of any reserve under this clause, or the subsequent payment of the reserve, shall not be construed as a waiver of any Government rights.

(End of Clause)

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I.117 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (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 (TBP)_____, upon which this contract is based.

I.118 RESERVED

I.119 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

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

"Transportation is for the Goddard Space Flight Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

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

"Transportation is for the Goddard Space Flight Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No TBD. This may be confirmed by contacting:[*name and address of the contract administration office listed in the contract*]."

(End of clause)

I.120 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (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—

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_____TBD_____

_____

_____

[*To be filled in by Contracting Officer*]

(End of clause)

I.121 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): For Federal Acquisition Regulation (FAR)clauses, see https://www.acquisition.gov/far/index.html.
For NASA FAR Supplement (NFS) clauses, see http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm.

(End of Clause)

I.122 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of Clause)

I.123 1852.204-75 SECURI1TY CLASSIFICATION REQUIREMENTS (SEPT 1989)

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

I.124 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

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

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
(1) Date of the order.
(2) Contract number and order number.
(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
(4) Performance standards, and where appropriate, quality assurance standards.
(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
(7) Delivery/performance schedule including start and end dates.
(8) If contract funding is by individual task order, accounting and appropriation data.
(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the task order.
(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
(g) The Contracting Officer may amend tasks in the same manner in which they were issued.
(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.125 1852.219-76 NASA 8 PERCENT GOAL (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.126 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (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.127 1852.225-74 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLES REPUBLIC OF CHINA (JUNE 2013) (DEVIATION)

(a) Definitions -
"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.
"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.
"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include-
(i) Systems acquired by a contractor incidental to a contract;
(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
(iii) Services in support of IT systems, such as help desk services; or
(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

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

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

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

(d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-

espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of clause)

I.128 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

(a) As used in this clause, “sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

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

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is “sensitive.” This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor’s claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the

Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

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(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of Clause)

I.130 CLAUSES INCORPORATED BY REFERENCE -- SECTION I

Clause(s) I.1 through I.107 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END SECTION I]

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SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

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

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

Attachment	Description	Date	Number of Pages
A	Statement of Work	05/21/2014	22
B	Direct Labor Rates, Indirect Rates, and Fee Matrices	06/2014	TBP
C	Financial Management Reporting Requirements	06/2014	11
D	DD Form 254,Contract Security Classification Specification	TBP	3
E	Safety & Health Plan	Due 30 Days After Contract Award	TBP
F	Quality Assurance Plan (QAP)	TBP	TBP
G	IT Security Management Plan	TBP	TBP
H	Organizational Conflicts of Interest Avoidance Plan	Due 30 Days after Contract Effective Date	TBP
I	Installation-Accountable Government Property	GFE FY 13	2
J	Personal Identity Verification (PIV) Card Issuance Procedures	06/2014	5
K	Contract Historical Data	06/2014	2
L	IT Security ADL	06/2014	6
M	Management Plan	TBP	TBP

TBP- To Be Proposed

(End of Clause)

[END OF SECTION J]

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

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(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.3

(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.

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(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include 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.

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(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—

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

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

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

[*Contracting Officer check as appropriate.*]

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

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__ (A) Basic.

__ (B) Alternate I.

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

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

_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

FAR Clause No.	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.

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

(a) Definitions. As used in this provision-

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

Services Board of Contract Appeals Proceedings). This includes administrative 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

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Award Management database via *https://www.acquisition.gov* (see 52.204-7).

(End of provision)

K.3 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)(DEVIATION)

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

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

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

(End of provision)

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

(a) Definitions-
"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.
"Entity owned, directed or subsidized by the People's Republic of China" means any organization incorporated under the laws of the People's Republic of China.
"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include-
(i) Systems acquired by a contractor incidental to a contract;
(ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
(iii) Services in support of IT systems, such as help desk services; or
(iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

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

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

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

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

[List as necessary]

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

(End of provision)

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

(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

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

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

(End of provision)

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

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

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

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.7 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (FEB 2012)(DEVIATION)

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(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)

(End Section K)

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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

L.2 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

L.4 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

L.5 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.6 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

L.7 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 1984)

L.8 1852.227-84 PATENT RIGHTS CLAUSES (DECEMBER 1989)

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

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

L.11 RESERVED

L.12 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Hybrid Cost Plus Fixed Fee (CPFF) Core Contract with a Single Award Indefinite Delivery Indefinite Quantity (IDIQ) Component contract resulting from this solicitation.

(End of provision)

L.13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(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)

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L.14 52.233-2 SERVICE OF PROTEST (SEP 2006)

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
Building 35- Shipping and Receiving Dock
Greenbelt, MD 20771

Protest: Solicitation Number NNG14498942R-3
Attn: Lisa Mullen, Mail Code: 210.3

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

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

L.16 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

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L.17 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY. (JAN 2011)

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

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

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

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

Name: Lisa Mullen

Phone: 301-286-0503
(collect calls not accepted)

FAX: 301-286-1720

E-Mail: Lisa.A.Mullen@nasa.gov

Address: (1) – NASA Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 20771
Attention: Lisa Mullen Mail Code 210.3

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

(End of provision)

L.19 RESERVED

L.20 RESERVED

L.21 RESERVED

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L.22 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (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 a Sample Problem. Generally, the proposal should:
Demonstrate understanding of the overall and specific requirements of the proposed contract.
Convey the company's capabilities for transforming understanding into accomplishment.
Present in detail, the plans and methods for so doing.
Present the costs associated with so doing.

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

As part of the Request for Proposal, the offer shall respond to how they would approach a Sample Problem (See L.24 and Enclosure 2 Sample Problem). 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 7 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 7 Hardcopies and two electronic copies
III	Cost Volume	Original plus 7 Hardcopies, and one additional hardcopy marked for DCAA and two electronic copies
IV	Past Performance Volume	Original plus 7 Hardcopies and two electronic copies

(2) Offerors and proposed significant subcontractors for **cost proposal purposes** [**CORE REQUIREMENTS**- **defined as any subcontract that is likely to exceed 15% of the proposed Core contract value (Base plus Option periods) and Government Pricing Model (GPM) defined as any subcontract that is likely to exceed 20% of the proposed total GPM]** shall include one (1) additional separately packaged hardcopy of their Cost Proposal, marked “Enter correct RFP number/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.

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

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

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

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

Proposal Component	**Volume**	**Reference**	**Page Limitations**
Offer Volume	**I**	**L.23**	None
Mission Suitability Volume	**II**	**L.24**	**70 Pages**
Cover Page, Indices, SOW Compliance Matrix, Total Compensation Plan, Phase-in Plan, Position Descriptions.			**Excluded**
Cost Volume	**III**	**L.25**	**Mixed**
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B)			**None**
(b) Cost Exhibits			**None**
(c) Basis of Estimates			**25 Pages ***
Past Performance Volume	**IV**	**L.26**	**Mixed**
(a) Information from the Offeror			**40 Pages ***

Proposal Component	Volume	Reference	Page Limitations
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Customer Evaluations, Termination/Descope information, and List of Acronyms			**Excluded**

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

(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 Office 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 the table above at Cost Volume Section (c). 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.23 GSFC 52.215-203 OFFER VOLUME (JAN 2014)

This must be a separate volume.

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(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 Awards Management (SAM) web site accessed through https://www.acquisition.gov, in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures**.

(1) **It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 300 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 OFFEROR

(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 B 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.

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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) 8(a) Joint Ventures

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

- Identify the companies included in the joint venture.

- Identify the district SBA office and SBA Point of Contact/Business Development Specialist

(name, address, phone number, and email) that the application was submitted to for review and approval.

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

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

(6) 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.

(7) Subcontractor Listing

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

(8) Contract Security Classification

In accordance with Attachment D, Contract Security Classification Specification (DD 254), Offerors shall possess a Top Secret level facility security clearance by the contract effective date and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. No Offeror will be considered for award who does not have a Top Secret level facility security clearance in place by the due date for receipt of proposals. For proposals submitted as joint ventures, the facility clearance must be granted in the name of the joint venture and the joint venture CAGE code shall be provided.

(9) Organizational Conflicts of Interest

In accordance with NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, Attachment H, Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor is required to: (1) develop software designs and architectures, trade studies and specifications that are to be incorporated into a solicitation and (2) have access to proprietary or other sensitive information of other companies based on their IT administrative rights; 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)

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L.24 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE) (MAY 2014)

Contents of Mission Suitability Volume 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.

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 To Sample Problem
Subfactor B – Core Requirements
Subfactor C – Management Plan

For the CORE contract requirement of the offeror's proposal, the Work Breakdown Structure (WBS) shall mirror the Statement of Work sections 2 and 3 to WBS level 3 and shall be used to structure the Mission Suitability Volume for the Core Requirements. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." The Mission Suitability Volume and the Cost Volume must mirror the Statement of Work, sections 2 and 3, to WBS level 3. NF 533 reporting under any eventual contract must also follow the WBS as stated herein, for the Core Requirements of the 533 reporting.

3. Mission Suitability Instructions by Subfactor

Subfactor A – Technical Approach To Sample Problem

The offeror shall provide an overall approach to the Sample Problem included as Enclosure 2. Beyond the overall approach, the Sample Problem is comprised of five individual sample task orders (Section 3 of Enclosure 2) that are ultimately linked together to create an end result. The offeror shall provide written task plans addressing each of the five sample task orders. Each task plan shall identify technical approach, skill mix (labor categories and projected hours), Government interface, list of deliverables, the flow of activities from start to completion (including time line), as applicable, and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plans must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; trade studies to be performed; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. Also, the plan should demonstrate the techniques and procedures

necessary to satisfy the requirements in a timely and cost effective manner. The Sample Problem also contains three Technical Assignment Modifications (Section 4 of Enclosure 2). Each of these Technical Assignment Modifications shall be responded to separately.

Any assumptions and their corresponding rationale made in preparing a response to the sample problem must be clearly stated.

The offeror shall describe any new or innovative methods, techniques or technologies used for addressing the sample problem. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of the sample problem. Efficiencies should be quantified where possible. All discussions must be clear and concise and refer to the appropriate sample problem activity.

Subfactor B – Core Requirements

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 all of the elements of the Core section (Sections 2 and 3) of the Statement of Work (SOW) in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent problems associated with the objectives of this procurement. The offeror shall explain the approach for identifying the optimum skill mix based upon the requirements of the Core SOW and the approach for matching skill mix to services/functions. The proposed approach should also include a discussion of the personnel categories proposed and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner.

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

The offeror shall describe any new or innovative methods, techniques or technologies. The offeror shall fully describe each method, technique or technology and explain how they impact the performance of SOW sections 2 and 3 under the proposed contract. Efficiencies should be quantified where possible. All discussions must be clear and concise and refer to the appropriate SOW activity.

Subfactor C- Management Plan

The offeror shall describe the approach for efficiently and effectively managing the proposed work under this contract (both Core and IDIQ requirements.) The Management Plan will be incorporated into the contract in accordance with Clause 1852.246-71, as attachment M to the contract.

The offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost volume instructions). If significant subcontractors are proposed, identify their interfaces to your organizational structure and

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

Provide a detailed description of the responsibilities and authorities for management of this contract, from lower levels through intermediate management to top-level management. The offeror should include such elements as the span of control, degree of autonomy, and lines of communication 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 plan shall describe the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract. Describe the Program Manager's support staff (delineating the span of control and duties of other personnel who have supervisory responsibilities) and demonstrate capability to operate as a team.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 60-day phase-in period will be accomplished through the issuance of a separate Firm Fixed Price contract.

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

Offerors shall provide written position descriptions for the specific labor categories envisioned for this requirement. 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 the position. If proposing incumbent labor, the offeror shall use the position descriptions shown in Exhibit B for non-managerial labor categories. For non-incumbent non-managerial labor

proposed, provide a matrix that cross-references the offeror-developed Position Descriptions with the Government provided incumbent labor Position Descriptions. All position descriptions will be incorporated into the resultant contract in Section 6 of Attachment B.

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

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

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

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

In accordance with the Exhibits 19A and 19B "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 19A and 19B 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
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 the Clause in section E “Higher-Level Contract Quality Requirement.” The QAP will be incorporated into the contract as an Attachment F. Enclosure 1, Government Quality Assurance Surveillance Plan, is the guide that the Government will use for the surveillance/assessment of the Contractor after award.

The Offeror shall describe the relationship to any corporate process initiatives (e.g., Capability Maturity Model Integration (CMMI)) that are planned or currently underway. The offeror shall

discuss its plans for incorporating established processes supporting an organization with a CMMI-DEV level 2 maturity rating.

(End of Provision)

L.25 GSFC 52.215-224 COST VOLUME INSTRUCTIONS (MAY 2014)

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

1. Instructions

An important prerequisite for the award of the contract is the Prime Offeror must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected 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 costs.

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

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

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

CORE REQUIREMENTS

For the purposes of the Cost Volume section for the **Core** Requirements of this procurement, a significant subcontractor is defined as a subcontractor expected to exceed 20% of the proposed Core contract value (Base plus Option periods). All proposed significant subcontractors shall

complete and submit Exhibits 2-A, 2-B, 3-A, 4 and provide the supporting information that is requested from the Prime Offeror. Any prospective subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

INDEFINATE DELIVERY INDEFINITE QUANTITY (IDIQ) PORTION - GOVERNMENT PRICING MODEL (GPM)

For the purposes of the Cost Volume section for the **GPM** portion of this procurement, a significant subcontractor is defined as a subcontractor expected to exceed 10% of the proposed total GPM. All proposed significant subcontractors shall complete and submit exhibits 9, 10 and 11 and provide the supporting information that is requested from the Prime Offeror. Any prospective subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

Pertaining to both Core Requirements and GPM

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 proposal as well as **Exhibit 20-A**. Please ensure that all contact information provided is current and correct.

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

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

Cost Proposal Format:

DIRECT AND INDIRECT RATE SUBSTANTION

Any Offeror proposing to use the incumbent workforce must use the incumbent labor rates provided in **Enclosure 3** 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.

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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 the contract (Core and IDIQ). The supporting rationale associated with these proposed ODC expenses shall also be submitted.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror’s current accounting system, clearly indicate how program management costs will be captured and charged on a task-by-task basis under the IDIQ requirements of this contract.

COST EXHIBIT OVERVIEW: There are 3 sets of cost exhibits for this procurement. Each set of exhibits must be populated per the instructions that follow in the sections below and be clearly marked in the offeror’s cost volume. This section merely states the exhibit numbers and titles.

<u>CORE REQUIREMENTS</u>:

Exhibit 1- Prime Offeror Core Requirements Summary of Estimated Cost Plus Fixed Fee
Exhibit 2- Prime Offeror Core Requirements Elements of Cost by Work Breakdown Structure (WBS)
Exhibit 2-A- Core Requirements Direct Labor Hours, Direct Labor Rates and Direct Labor Costs Detail by Government Fiscal Year and WBS Level
Exhibit 2-B- Significant Subcontractor Core Requirements Elements of Cost By Work

Breakdown Structure (WBS)
Exhibit 3- Prime Offeror Core Requirements Summary of Estimated Cost and Fixed Fee Slip Months
Exhibit 3-A- Significant Subcontractor Core Requirements Summary of Estimated Cost and Fixed Fee Slip Months
Exhibit 4- Core Requirements Other Subcontractors
Exhibit 5-Core Requirements Other Direct Costs

IDIQ Requirements (Government Pricing Model (GPM))

Exhibit 6- Prime offeror Government Pricing Model, Years 1-5
Exhibit 7- Offeror Pass-through Cost for Other Direct Cost, Years 1-5
Exhibit 8-A- Prime Offeror GPM Summary by Elements of Cost
Exhibit 8-B- Prime Offeror Summary of Government Pricing Model
Exhibit 9- Prime Offeror and Significant Subcontractors Labor Rates for Year 6 for Task Orders that go beyond the End of the Contract
Exhibit 10- Offeror Management and Administrative Labor, Years 1-5
Exhibit 11A-SAMPLE of Exhibit 11
Exhibit 11- Non-Management Direct Labor Conversion, Years 1-5
Exhibit 12- Reserved

Exhibits That Pertain to the Entire Contract

Exhibit 13- Summary of Indirect Rates
Exhibit 14- Summary of Recurring Other Direct Costs (ODCs)/Cost Estimating Relationship (CERs)
Exhibit 15-A- Overhead
Exhibit 15-B- General and Administrative (G&A)
Exhibit 16-A- Phase-In Costs
Exhibit 16-B- Direct Labor Phase-In Costs
Exhibit 17- Source of Personnel Chart
Exhibit 18-Productive Work Year Calculation
Exhibit 19-A- Fringe Benefits- Exempt Employees
Exhibit 19-B- Fringe Benefits- Non-Exempt Employees
Exhibit 20-A- Cognizant Defense Contract Audit Agency (DCAA) Office Information
Exhibit 20-B- Cognizant Defense Contract Management Agency (DCMA) Office Information

(End Overview of Exhibits)

For the bidding purposes, the Offeror shall assume the following:

GFY 1 December 2016-November 2017
GFY 2 December 2017-November 2018
GFY 3 December 2018-November 2019
GFY 4 December 2019-November 2020
GFY 5 December 2020-November 2021

CORE REQUIREMENTS

For the Core Requirements of the contract Exhibits, Exhibit 1 will show the summary of the total

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Core Requirements costs which translated to the SOW, would be the total costs of the requirements stated in Section 2 and Section 3 of the SOW.

Exhibit 1 contains Material and Travel Costs. These are the Government's best estimate of what the actual costs will be during the performance of the core requirements of the contract. The Offeror shall populate both material and travel costs under the Work Breakdown Structure (WBS) sections as defined below, across all five years, and under whichever WBS sections the Offeror determines the costs are most likely to occur. These costs shall add up to the established costs provided by the Government in Exhibit 1. The Offeror shall distribute the costs evenly across the lower WBS levels established in Exhibit 2 so that the costs consistently roll up to Exhibit 1. The purpose of doing this is so that the Government has in-site into how the burdens for these costs are applied.

The established WBS level for Exhibit 2 shall be directly related to the SOW as follows:

WBS Level 1: Is the total Core (SOW sections 2.0 and 3.0

WBS Level 2: Is SOW section 2.0 and 3.0, separately

WBS Level 3: Is SOW section 2.1, 2.2, 3.1 and 3.2, separately

WBS Level 4: Is SOW section 2.1.2, 2.2.1, 2.2.2, 2.2.3, 2.2.4, and 2.2.5, separately

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

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

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

Exhibit 2 shows the Prime Offeror's proposed Core Requirements elements of cost and fixed fee by WBS, starting at the lowest WBS Level (WBS Level 4) and then summarizing for each higher WBS Level up to WBS Level 1 (total Core Requirement), by GFY, for the entire potential five year period of performance (Base period plus Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled Exhibit 2 shall be submitted for each WBS.

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

Exhibit 2-A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by onsite versus offsite, month, and GFY at WBS Level 4 and then summarizing for each higher WBS Level up to WBS Level 1 (total Core Requirement). A separately identified and labeled Exhibit 2-A shall be submitted for each individual GFY and WBS Level from the Prime Offeror and each individual Significant

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Subcontractor.

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

Exhibit 2-B shows a Significant Subcontractor's proposed Core Requirements elements of cost by WBS, starting at WBS Level 4 and then summarizing for each higher WBS Level up to WBS Level 1 (total Core Requirement), by GFY, for the entire potential five year period of performance (Base period plus Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled Exhibit 2-B shall be submitted by each individual Significant Subcontractor for each WBS.

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

Should the anticipated contract effective date of December 1, 2015 (GFY December 2016) be delayed, the Government will recalculate the Prime Offeror's proposed Core Requirement estimated cost and fixed fee for the Base Period and affected Options in accordance with Exhibit 3, which summarizes the Prime Offeror's proposed elements of cost fixed fee for Slip Months 1 through 6, GFY December 2020 through June 2021 at WBS Level 1 (total Core Requirement).

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

Should the anticipated contract effective date of December 1, 2015 be delayed, the Government will recalculate the proposed Core Requirement estimated cost and fee for the Base Period and affected Options Subcontractor's proposed elements of cost and fee in accordance with Exhibit 3-A for Slip Months 1 through 6 December 2020 through June 2021 at WBS Level 1 (total Core Requirement).

(7) CORE REQUIREMENTS OTHER SUBCONTRACTS

Offerors shall complete Exhibit 4 summarizing the Core Requirement other efforts/activities that the Offeror proposes to subcontract out by GFY at WBS Level 4 to subcontractors that do not meet the Significant Subcontract definition in Section 1 of this provision.

(8) CORE REQUIREMENTS OTHER DIRECT COSTS (ODCs)

Offerors may complete Exhibit 5 detailing the proposed Core Requirement material items and costs by Government Fiscal Year at WBS Level 4, this should be all other ODC's that the Offeror may propose other than the costs already provided by the Government. If the Offerors do not have any other costs to propose in accordance with their approach, this exhibit shall be left blank.

(9) BASIS OF ESTIMATES (BOE)

The Core BOEs are to be submitted for the entire potential five year period of performance (Base plus Option periods) at the lowest WBS Level only (WBS Level 4). The Offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for

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successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

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

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

- Complexity factors utilized--all factors must be identified

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

- Use of any established cost-estimating relationships

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

- An explanation of how all materials, travel, equipment, and other direct costs were estimated. NOTE: The Government has provided our best estimate for both travel and material costs for the 5 year period, therefore, no explanation of those costs is required. If the Prime Offeror bids any other direct costs (in Exhibit 5) as part of their approach, the Prime Offeror is required to provide an explanation of how those costs were estimated.

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

GOVERNMENT PRICING MODEL

PRIME OFFEROR GOVERNMENT PRICING MODEL, YEARS 1-5 (EXHIBIT 6)

To be completed by the Prime Offeror ONLY

Exhibit 6 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 6, Government Pricing Model, for each Contract Year. The Prime Offeror shall include in Exhibits 6 and 8A 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 6, the Prime Offeror shall insert the Prime Offeror loadings (bid

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indirect rate(s) and/or fee(s) in Exhibit 6 that will be applied to the Subcontractor(s) GPM-Specific 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 13).

- In Exhibit 6, the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for each respective Government Contract Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded GPM-Specified Non-Management Direct Labor Rates from the Prime and all Subcontractors in the Exhibit 6 workbook. The Prime Offeror may modify Exhibit 6 to delete or add additional Subcontractor columns, if necessary.

- Using the respective Prime Offeror loadings specified at the top of Exhibit 6, 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 6, the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort must total 100% for each Government Contract Non-Management Direct Labor Category.

- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rate for each and every GPM-Specified Non-Management Direct Labor Category in Exhibit 6.

- The Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rates in Exhibit 6 for each GPM-Specified Non-Management Direct Labor Category shall be multiplied against the respective GPM estimated direct labor hours for each GPM-Specific Non-Management Direct Labor category set forth in Exhibit 6 to derive the GPM-Specified Non-Management Direct Labor Costs for each Category plus the overall Subtotal Government Non-Management Direct Labor Costs. There must be a composite rate totaling 100% for each and every GPM-Specified Non-Management Direct Labor Category in Exhibit 6. In addition, the GPM estimated non-management direct labor provided for each labor category in Exhibit 6 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 6, 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 10) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 14. The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the

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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 6, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 14. 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 14 columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non- labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.

• The Prime Offeror shall complete Exhibit 8B, Government Pricing Model Grand Total Summary – Bid Rates. The Grand Total Government Pricing Model value is a summation of the Subtotal GPM-Specified Non-Management Direct Labor Costs (Onsite and Offsite,); the Subtotal Offeror Labor-oriented Management and Administrative Costs; and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in Exhibit 14.

(2) NON-MANAGEMENT DIRECT LABOR CONVERSION

Prime Offerors and all Subcontractors (regardless of dollar value) included in Exhibit 6 shall complete Exhibit 11, Non-Management Direct Labor Category Conversion. This exhibit shows 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 14 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 6. Prime Offerors and all Subcontractors shall complete a separate Exhibit 11 for each performance site (onsite and offsite as applicable) for which they are providing GPM-Specific Non-management Direct Labor using the applicable bid rates for each site. The Offeror's and Subcontractor's individual direct labor categories/rates and indirect rates used in Exhibit 11 to derive loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 6) must match those proposed in Attachment B, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.** When completing this exhibit, Offerors must specify the applicable site (onsite or offsite) and provide rates only for those labor categories specified in Exhibit 6 for the site indicated. (For instance, Offerors should only propose a rate for the Database Administrator in the Exhibit 11 designated "Onsite" since no "Offsite" hours are specified for this position.) Offerors should note that Exhibit 11 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 6 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 20% of anticipated effort.

(3) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit Exhibit 10, Offeror Management and Administrative Labor, for all Offeror proposed management and/or administrative labor categories included in Exhibit 6. If any Subcontractor management and/or administrative labor categories are also proposed in Exhibit 6, the respective Subcontractor shall also complete and

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submit Exhibit 10. The Offeror's and Subcontractor's individual direct labor categories/rates and indirect rates used in Exhibit 10 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 10 must match the Prime Offeror and/or Subcontractor Loaded Management and Administrative Bid Labor Rates used in Exhibit 6.

For Exhibit 10, Offerors will note that all Management and Administrative labor categories shall be proposed using Offsite rates.

(4) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

All Prime Offerors shall complete Exhibit 8A, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A and fixed fee. The Grand Total of Exhibit 8A shall match the Grand Total of Exhibit 8B. Offerors may adjust the elements of cost to be consistent with your current accounting system.

(d) 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.

EXHIBITS THAT PERTAIN TO THE ENTIRE CONTRACT

(1) SUMMARY OF INDIRECT RATES

Exhibit 13 shows the Contractor Fiscal Year to Government Fiscal Year rate conversion for Overhead, G&A, and any "Other" indirect rates that the Offeror proposes in accordance with its current accounting system. An Exhibit 13 shall be submitted by the Prime Offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application.

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

Offerors shall complete Exhibit 14 for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this

exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

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

(3) INDIRECT RATE EXPENSE POOLS

Exhibit 15-A Overhead Expense Pool

Exhibit 15-A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to GFY.

If more than one overhead pool is proposed, a separate Exhibit 15-A shall be included for each pool. Include the rationale for multiple overhead pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates. **NOTE: The offeror shall provide historical rates, regardless of whether they are proposing as a newly formed Joint Venture (JV), or the offeror is creating a new overhead pool for this procurement and ensuing contract. If a newly formed JV is the proposing entity then exhibit 15-A shall be completed by each individual company that makes up the JV and historical data shall be provided from each of the companies. If a new overhead pool is being created for this procurement and ensuing contract, then exhibit 15-A shall show historical data from the offeror's most commonly used overhead pool, prior to the creation of the new overhead pool. Historical data MUST be filled in and explained in narrative form, where it is derived from. If exhibit 15-A is filled out separately for each member of the JV and involves proprietary information the exhibit may be submitted separately, appropriately marked and delivered in accordance with clause** L.28 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (JAN 2014).

Exhibit 15-B General and Administrative (G&A) Expense Pool

Exhibit 15-B shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to GFY.

If more than one G&A pool is proposed, a separate Exhibit 15-B shall be included for each pool. Include the rationale for multiple G&A pools. If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates. **NOTE: The offeror shall provide historical rates, regardless of whether they are proposing as a newly formed Joint Venture (JV), or the offeror is creating a new G&A pool for this procurement. If a newly formed JV is the proposing entity then exhibit 15-B shall be completed by each individual company that makes up the JV, providing the historical data from each of the companies. If a new overhead pool is being created for this procurement and ensuing contract, then exhibit 15-B shall show historical rates for the offeror's most commonly used overhead pool, prior to the creation of the new**

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overhead pool. Historical data MUST be filled in and explained in narrative form, where it is derived from. If exhibit 15-A is filled out separately for each member of the JV and involves proprietary information the exhibit may be submitted separately, appropriately marked and delivered in accordance with clause L.28 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (JAN 2014).

(4) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price order. Exhibits 16-A and 16-B shall be used to state the proposed price for the phase-in, which is expected to commence on or about September 2015.

(5) SOURCE OF PERSONNEL

Exhibit 17 shows the Offeror's plans to obtain the required personnel for both the Core Requirements and the IDIQ requirements of the contract in the first Government Fiscal Year of contract performance. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

(6) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 18 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(7) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions in L.24,Subfactor C, Management Plan, the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, Exhibit 19-A containing the average of fringe benefit information for all the exempt labor categories, and Exhibit 19-B containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

(8) DCAA AND DCMA INFORMATION

Offerors shall complete Exhibits 20-A and 20-B and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

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

Prime Offerors shall complete Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES, for each Government Fiscal Year. The direct labor and indirect rates and fee percentages included in Attachment B are "not to exceed" bid rates/fees. During contract

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performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the “TASK ORDERING PROCEDURE” and "SUPPLEMENTAL TASK ORDERING PROCEDURES" clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the IDIQ scope of work and should range from entry level to the most senior level.

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

The Offeror’s and Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 11 to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 6) must match those proposed in Attachment B, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**. Also, the offeror’s and Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 10 must match those proposed in Attachment B, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.**

(g) SAMPLE PROBLEM

Offerors shall submit a Basis of Estimate (BOE) for the sample problem as a whole, giving the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Labor categories and subsequent quantities of labor hours/, other direct costs, etc. required for successful performance of the sample problem. The BOE 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. NOTE: The Government has provided our best estimate for both travel and material costs for the 5 year period, therefore, no explanation of those costs is required. If the Prime Offeror bids any other direct costs as part of their approach, the Prime Offeror is required to provide an explanation of how those costs were estimated.

(End of provision)

L.26 GSFC 52.215-230 PAST PERFORMANCE VOLUME (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.

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(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 $5.5M 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 $8M**.** *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, WBS, 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 report that indicated cost/fee total of $43,500,000 after 2 years and 4 months of performance.

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

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

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

Method of acquisition: competitive or noncompetitive.

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

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

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

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

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

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

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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 Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center
Attn: Lisa Mullen Code 210.M
Bldg. 26, Rm. 50A
Greenbelt, MD 20771
Telephone: 301-286-0503
FAX: 301-286-1609

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.27 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L

Provision(s) L.1 through L.11 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

L.28 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (JAN 2014)

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

1. External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

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

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

(1) – "Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number NNG14498942R-2
Attn: LISA MULLEN
Building 26, Room 050

PROPOSAL--DELIVER UNOPENED"

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

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

2. Designated Receiving Office

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

The Building 35 Shipping and Receiving dock is open from 7:30 AM to 3:30 PM, 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.

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

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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 Section L

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SECTION M- EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.2 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JAN 2014)

1. Source Selection

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

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

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

2. Evaluation Factors and Subfactors

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

3. Relative Order of Importance of Evaluation Factors

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

(End of provision)

M.3 GSFC 52.215-310 MISSION SUITABILITY FACTOR (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/price information.

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1. Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A – Technical Approach To Sample Problem

The Government will evaluate the offeror's overall approach to the Sample Problem to ensure completeness, realism, relevance, adequacy, and effectiveness. The Government will evaluate the technical approach, skill mix (labor categories and projected hours), Government interface, list of deliverables, the flow of activities from start to completion (including time line), and any other information required to determine adequacy, reasonableness and effectiveness of each of the offeror's five task plans. The Government will evaluate the reasonableness and effectiveness of the proposed task plans within the Sample Problem to ensure the offeror has a clear and full understanding of the objectives; trade studies to be performed, potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. The Government will evaluate how the approach to each task within the Sample Problem reflects techniques and procedures necessary to satisfy the requirements in a timely and cost effective manner, for realism and effectiveness. The Government will evaluate the Technical Assignment Modifications for comprehensiveness, and reasonableness. The Government will evaluate any assumptions made in preparing a response to the representative task orders for reasonableness and relevance.

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

Subfactor B – Core Requirements

The Government will evaluate the offeror's technical approach to the Core requirements for comprehensiveness and effectiveness of techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The Government will evaluate the offeror' s response to all of the elements of the Core section (Sections 2 and 3) of the Statement of Work (SOW) for clarity and comprehensiveness and that the offeror understands the inherent problems associated with the objectives of this procurement. Proposed skill mix and the approach for matching skill mix to services/functions, will be evaluated for realism, adequacy and reasonableness. The discussion of the personnel proposed and how the labor skill and mix will be employed to accomplish the work will be evaluated for effectiveness and efficiency. The Government will evaluate identified risks, and risk management techniques for soundness and reasonableness. The Government will evaluate the probability of the risk, impact and severity of the risk, time frame and risk acceptance or mitigation for reasonableness and comprehension.

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.

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Subfactor C- Management Plan

The Government will evaluate the offeror's approach for managing the proposed work for both the Core and IDIQ requirements of the contract to ensure comprehensiveness, efficiency and effectiveness in accomplishing the Statement of Work.

The Government will evaluate the offeror's strategy for using (or not using) significant subcontractors for reasonableness and adequacy. If significant subcontractors are proposed, the identity of their interfaces to the offeror's organizational structure will be evaluated for efficiency. The Government will evaluate the basis for selection of the subcontractor, the nature and extent of work to be performed by the subcontractor, including split of responsibilities and potential percentages of work to be performed, the benefits of these arrangements to the Government and methods of management and reporting to GSFC of subcontractor's financial and technical plans and performance for reasonableness, effectiveness and efficiency. The Government will evaluate the offeror's plans for addressing any problems that arise as a result of the proposed organization structure or poor and/or non-performance of subcontracted portions of the contract for reasonableness and effectiveness.

The Government will evaluate the detailed description of the 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, such elements as the span of control, degree of autonomy, and 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 reasonableness and efficiency, the processes for resolving priority conflicts for resources and functions within the organization. The Government will evaluate the delineation of all interfaces with GSFC personnel and subcontractors for effectiveness and reasonableness. The Government will evaluate the plan for the type and degree of corporate support and resources that are under the direct control of the Program Manager in the performance of this contract for effectiveness and reasonableness. The description of the Program Manager's support staff and demonstration of capability to operate as a team will be evaluated for realism, completeness and efficiency.

The offeror's detailed phase-in plan will be evaluated for continuity, reasonableness and efficient transition of contract requirements and staffing during the 60-day phase-in period. The Government will evaluate the phase-in plan for processes that lead to effective and timely assumption of full contract responsibility by the end of the phase-in period. The Government will evaluate the plan for clarity as to the ability to assume full contract responsibility on the effective date of the contract. The Government will evaluate the phase-in plan for the ability to maintain ongoing work, the proposed management organization, schedule, orientation and personnel training for effectiveness, comprehensiveness and completeness. The Government will evaluate the offeror's plan for the preparation for the timely processing of the Personal Identify Verification (PIV) requirements for realism and effectiveness. If the offeror specifies the involvement of NASA personnel during this period, the Government will evaluate the need for involvement for realism and clarity.

The Government will evaluate how the offeror intends to staff, train, maintain, and augment a qualified workforce to meet the requirements of the contract for completeness, effectiveness and efficiency. The offeror's explanation of its 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 likelihood

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of successful implementation and clarity. The offeror's complete staffing plan that shows how it will fill the staff requirements will be evaluated for reasonableness and clarity. Consolidations, improvements, and other changes shall be explained in detail with a clear, convincing rationale for every action and will be evaluated for reasonableness, effectiveness and efficiency. The Government will evaluate the offeror's 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 for likelihood of successful implementation and clarity. The offeror's description of what effort will be undertaken to recruit staff not currently in the company employ will be evaluated for reasonableness, realism and comprehension. The offeror's back up plan will be evaluated for likelihood of successful implementation and realism.

The Government will evaluate the offeror's written position descriptions for the specific labor categories envisioned for this requirement for adequacy, comprehensiveness and relevance. The Government will evaluate 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 the position, for relevance and suitability. For non-incumbent non-managerial labor proposed, the Government will evaluate the cross-reference matrix for clarity, comprehension and relevance.

The offeror's process for responding quickly and efficiently to requests for task plans will be evaluated for realism and clarity. Detailed plans for organizing, assigning staff, tracking, and managing task orders from task initiation to completion, including configuration control, subcontracting, schedule, and cost will be evaluated for realism, degree of risk and likelihood of successful implementation. The offeror's approach for managing multiple tasks will be evaluated for realism, likelihood of successful implementation and clarity.

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 Government will evaluate supporting data for realism and reasonableness.

The offeror's Quality Assurance Plan (QAP) will be evaluated for completeness and effectiveness for ensuring services throughout the duration of the contract. The offeror's plan to ensure compliance with its quality standards and Clause in Section E "Higher Level Contract Quality Requirement" will be evaluated for effectiveness and realism. 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 the reasonableness of any corporate process initiatives (e.g., Capability Maturity Model Integration (CMMI)) that are planned or currently underway. The Government will evaluate how the offeror intends to integrate existing Division CMMI evaluated process for reasonableness, effectiveness and efficiency.

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2. Evaluation Findings

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

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

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

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

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

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

3. Weights and Scoring

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

The weight (points) associated with each Mission Suitability subfactor is as follows:

Subfactor A – Technical Approach to Sample Problem		400 Points
Subfactor B – Core Requirements		150 Points
Subfactor C – Management Plan		450 Points
	Total	1000 Points

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

(End of provision)

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M.4 GSFC 52.215-325 COST EVALUATION FACTOR (JAN 2014)

The proposed costs of the Core requirements of the contract, the total of the Government Pricing Model and the rates proposed in Attachment B, Direct Labor Rates, Indirect Rates and Fee Matrices, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of "cost realism analysis” and “probable cost”.

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

The total FFP Phase-in price, the proposed and probable Core cost assessment and the total of the Government Pricing model will be presented to the Source Selection Authority, as well as any cost risk associated with the proposal.

(End of provision)

M.5 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR (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 $5.5M

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 $8M. *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 - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

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

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including 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.

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

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

Very High Level of Confidence

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

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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 Section M

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