

**PART I – THE SCHEDULE**

**SECTION B - SUPPLIES OR SERVICES/PRICES**

**B.1 NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (MARCH 2012)**

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no numbered cite designation. Those clauses were written by LaRC for this specific contract or were written as generic Agency clauses specific for this contract type.

(End of Clause)

**B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED**

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 Performance Work Statement (PWS) for Electronic, Mechanical, Composite Hardware Fabrication Support Services (EMCHFSS) II. Work will be obtained by the issuance of cost-plus fixed fee task orders.

CLIN	Description
0	<b>Phase-In:</b> In accordance with Exhibit A, PWS, Section 6.0 and Section L, provision L.18(c).
1	<b>Indefinite Delivery Indefinite Quantity (IDIQ):</b> In accordance with Exhibit A, PWS and Section H.3, Task Ordering Procedure.

**B.3 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE (LARC 52.216-90) (MARCH 2012)**

The Government will order through the issuance of task orders a minimum quantity of work of \$100,000 under this contract. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum contract value is \$ 25,000,000 for the five-year period of performance.

(End of clause)

End of Section

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**SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform all requirements set forth in the following:

Exhibit A – Performance Work Statement (PWS)

(End of Clause)

End of Section

**SECTION D - PACKAGING AND MARKING**

**D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D**

Clause(s) below and at the beginning of each 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)

CLAUSE NUMBER	CLAUSE TITLE
<b>1852.211-70</b>	<b>PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)</b>
<b>1852.245-74</b>	<b>IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)</b> fill in: (e) NASA Langley Research Center, 4 South Marvin Street (Bldg. 1206) Hampton, VA 23681-2199

End of Section

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E**

<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE</b>
52.246-5	INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)
1852.246-72	MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003) Fill-in: “2” and “1” respectively

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

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

ANSI/ISO/ASQC Q ISO 9001, Quality Management Systems Requirements (see Clause H.14).

(End of Clause)

End of Section

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F**

<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE</b>
<b>52.242-15</b>	<b>STOP-WORK ORDER (AUG 1989) ALT I (APR 1984)</b>

**F.2 PERIOD OF PERFORMANCE**

(a) The period of performance of this contract (exclusive of the phase-in) is 60 months from the effective date of the contract.

(End of clause)

**F.3 PLACE OF PERFORMANCE - SERVICES**

The services to be performed under this contact shall be performed at the following location(s): NASA Langley Research Center, Hampton, VA, the Contractor/Subcontractor's facility (if required) and other sites that may be designated by the Contracting Officer.

(End of clause)

(End of Section)

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G**

CLAUSE NUMBER	CLAUSE TITLE
1852.242-70	TECHNICAL DIRECTION (SEP 1993)
1852.242-73	NASA FINANCIAL MANAGEMENT REPORTING (NOV 2004)
1852.245-70	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)
1852.245-75	PROPERTY MANAGEMENT CHANGES (JAN 2011)
1852.245-82	OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011) fill in: (a) (1) NPD 8800.14, Policy for Real Property Management, (2) NPR 8831.2, Facility Maintenance Management

**G.2 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988)**

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

**G.3 PAYMENT OF PHASE-IN (CLIN 0) COSTS**

In accordance with section H.17, Advanced Agreement on Phase-In ~~—(CLIN 0) Costs~~, payments for phase-in (CLIN 0) will be made by the Government based on a receipt of a proper invoice and completion and acceptance of services rendered.

**G.4 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (LaRC APR 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) The vendor shall use the "Cost Voucher" document type in WAWF. The Activity Address Codes (ACC) to be populated in WAWF for submission of vouchers under this contract are:

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- a. Pay Official ACC: 803112 (NSSC)
- b. Admin DoDACC: 803364 (LaRC)
- c. DCAA Auditor DoD ACC: <<CO Fill-in, based on contractor's cognizant DCAA office: <http://www.dcaa.mil/conus.html>>>
- d. For "Final Cost Voucher", add Service Approver DODAAC: 803364 (LaRC)

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed 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.

(\*CO Fill-In: Insert your email address if you desire notification when voucher is submitted into WAWF; otherwise, enter N/A. Notification is recommended.)

(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 3952  
Fax Number: 1-866-209-5415

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

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

#### **G.5 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71) (JAN 2011)**

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

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

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

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

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.

**NOTE:** The Contractor shall ensure all Installation Accountable Government Property is reassigned before the current Contractor equipment user/Property Custodian resigns or is terminated.

(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

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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~~:

(1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in **Exhibit D**.

(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) Not applicable

(5) Not applicable

(6) Safety and fire protection for Contractor personnel and facilities.

(7) Installation service facilities: None.

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(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.

(12) Fuel, refueling, and provisioning of fuel used by the Contractor during the contract period of performance for Contractor provided vehicles in performance of the PWS.

(End of clause)

End of Section

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H**

CLAUSE NUMBER	CLAUSE TITLE
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.225-70	EXPORT LICENSES (FEB 2000) Fill In: (b) NASA Langley Research Center

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

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(b) The nature of the conflicts are identified in H.12, Organizational Conflicts of Interest.

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

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

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(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and/or Government sensitive, non-public information, and as long as these data remain proprietary, confidential or non-public as applicable, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete in future procurements.

(End of clause)

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

(a) Only the Contracting Officer (CO) or authorized Contracting Officer's Representative (COR) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract. 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 or COR 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) Delivery date, appropriate cost information, and any other required information.
- (c) Within 2 calendar days after receipt of the CO/COR's request, the Contractor shall submit a cost estimate and any other required information for the request.
- (d) After review and any necessary discussions, the CO or COR 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).
  - (6) Any other resources (e.g., travel, materials, equipment, and facilities) 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 day after receipt of the task order.
- (f) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (End of clause)

**H.4 OBSERVANCE OF LEGAL HOLIDAYS (1852.242-72)(DEC 2013)– ALTERNATE I (SEP 1989) AND 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) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: 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. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, there shall be no form of holiday or other premium compensation made under this contract. However, this does not preclude compensation for authorized overtime work that would have been overtime regardless of the status of the day as a holiday and in accordance with other applicable clauses in this contract.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) 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.

(f) 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.

(End of clause)

#### **H.5 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (APR 2014)**

##### 1) Applicable Definitions:

Foreign National: Any person who is not a U.S. citizen and who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or any person who is not a protected individual as defined by 8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).

Lawful Permanent Resident (LPR): A non-U.S. citizen legally permitted to reside and work within the U.S. and issued a Resident Alien Identification (also known as a Green Card). LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled commodities, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term "Permanent Resident Alien" (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

2) Requirements for Center Access for Foreign Nationals who are not LPRs:

Access to the NASA Langley Research Center by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, "Identity and Credential Management" and Interim Policy Regarding Foreign National Access Management, dated April 2, 2014. Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Foreign nationals who are not LPRs must be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved in writing by the International Visitors Coordinator (IVC).

3) Requirements for Center Access for LPRs:

- a) Visit requests should be submitted directly to the Badge and Pass Office (BPO) using an LF-103. LPRs may be sponsored for Center access by permanently badged contractor employees or NASA civil servants. Contractor LPRs are generally expected to be sponsored by the employing contractor.
- b) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
- c) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
- d) Contractor management is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
- e) No Security Transfer Technology Control Plan (STTCP) is required for LPRs.
- f) LPRs on a work related, "need-to-know" basis are allowed access to export controlled commodities. It is incumbent on the Branch Head or Program Manager to appropriately determine who should have access to export controlled information. The Security Services Branch and the Center Export Administrator are available for guidance.
- g) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
- h) LPRs and non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times.

4) Violation of security policies by contractor personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor. Additionally violations may be criminal in nature and are subject to criminal prosecution.

(End of clause)

#### **H.6 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LaRC 52.211-99) (FEB 2012)**

(a) Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

(b) Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

(c) Identification of Contractor Personnel - All Contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all Contractor work spaces located on NASA LaRC shall be clearly identified.

(d) Marking of Reports - The Contractor shall mark all documents or reports produced under this contract with the Contractor name, contract number, and task order number if applicable.

(End of clause)

#### **H.7 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LARC 52.211-104) (JAN 2013)**

a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.

b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA Office of Security Services. Immediately upon employee termination or contract completion, the Contractor shall return NASA identification badges and facility keys to the NASA LaRC Badge and Pass Office. All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of clause)

**H.8 ENABLING CLAUSE BETWEEN EMCHFSS II CONTRACTOR AND OTHER LANGLEY CONTRACTORS (LaRC 52.215-116) (MAR 2012)**

a) NASA has entered into the contracts listed below for other support services at Langley Research Center:

<b>Contracts</b>
Center Maintenance, Operations, and Engineering (CMOE)
Agency Consolidated End-user Services (ACES)
Security Services
Custodial Services
Environmental Engineering Services
Technology, Engineering and Aerospace Mission Support (TEAMS) 2
Facility Assurance, Inspection, Monitoring, Occupational Safety (FAMIOS)
Langley Information Technical Enhanced Services (LITES)
Langley Administrative, Media, and Professional Services (LAMPS)

b) In the performance of this contract, the Contractor agrees to cooperate with the Contractors or follow-on contractors for the above listed contracts by: attendance at meetings; sharing technical, schedule, and planning data; providing access to Contractor facilities; allowing observation of technical activities by appropriate Contractor technical personnel; and discussing and coordinating matters related to projects.

c) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (b) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the Government or the service Contractor(s) and such subcontractors.

d) Contractor personnel are not authorized to direct another Contractor in any manner.

e) To the extent that the work under this contract requires access to proprietary information, and as long as these data remain proprietary, the Contractor shall protect the data from unauthorized use and disclosure.

f) Neither the Contractor nor its subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

(End of Clause)

**H.9 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES (LARC 52.223-92) (JAN 2013)**

The Langley Research Center (LaRC) Safety Awareness Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Awareness Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Awareness activities at LaRC.

(End of clause)

**H.10 REPORTING OF INVOLUNTARY SEPARATIONS AND INCIDENTS INVOLVING WORKPLACE VIOLENCE (LaRC 52.223-93) (NOV 2013)**

a) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.

b) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program (WVPP) Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.

c) In addition to the conditions set forth in paragraphs (a) and (b) above, the Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a "potential violent situation" and follow the reporting procedures in LAPD 1600.5.

d) These requirements shall flow down to the subcontractors however, the subcontractors shall report up through the prime Contractor.

(End of clause)

**H.11 LARC ENVIRONMENTAL MANAGEMENT (LaRC 52.223-94) (MAR 2012)**

a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.

b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; environmental Executive Orders; NASA Policy Directives (NPDs) and Procedural Requirements (NPRs), and LaRC environmental directives (LAPDs) and procedures (LPRs). The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:

- NPD 8500.1, NASA Environmental Management
- NPR 8553.1, NASA Environmental Management System
- NPR 8570.1, Energy Efficiency and Water Conservation
- NPR 8530.1, Affirmative Procurement Program and Plan for Environmentally Preferable Products

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- LAPD 8500.1, LaRC Environmental and Energy Management
- LPR 8500.1, Environmental and Energy Program Manual

c) Contractor support of LaRC's Environmental Management System (EMS) pursuant to NPR 8553.1 and LPR 8500.1 includes conducting operations pursuant to these requirements, responding to information requests, and attendance at team meetings (up to 2 one-hour meetings a year).

d) The Government remains the owner and operator of record for all environmental activities conducted on LaRC owned properties. LaRC's Environmental Management Branch (EMB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or the LaRC EMB. The Contractor shall immediately notify the LaRC EMB when contacted by external regulatory agency representatives and shall cooperate fully with the LaRC EMB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC EMB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with NASA LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with NASA LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

(End of clause)

#### **H.12 ORGANIZATIONAL CONFLICTS OF INTEREST (LaRC 52.227-96) (JUNE 2012)**

a) For purposes of this clause, the term "Contractor" shall include the prime contracting entity's parent, subsidiaries, divisions, and all affiliated companies that are under common control with such entity. In addition, the prime Contractor shall flow down this clause to all subcontractors.

b) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award and Task Order awards.

c) During the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest addressed in FAR 9.5. More specifically, the Contracting Officer has determined and identified the following potential conflicts that the Contractor may encounter during performance of this contract.

1. Unequal Access to Information – There is a significant probability of Unequal Access to Information. The Contractor may have access to proprietary information such as unique designs, assemblies, and engineering concepts for projects such as Exploration, Aeronautics and Science Missions. In addition, the Contractor may have access to Government sensitive non-public information and other types of sensitive or non-public data. The Contractor's access to such information creates the potential for an OCI.

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2. Biased Ground Rules – There is a slight probability of Biased Ground Rules. The Contractor may provide advice which could later be used in a design for a competitive procurement.

3. Impaired Objectivity – There is a slight probability of Impaired Objectivity resulting from a Contractor exercising subjective judgment in providing expert advice to the Government.

d) Contractor's Response to Proposed Task Orders: Within two working days of receipt of a Task Order causing a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report of a potential conflict detailing:

1. The nature of the conflict
2. Plan for avoiding, neutralizing or mitigating the conflict
3. The benefits and risks associated with acceptance of the plan

e) Government Response to a Report of a Potential Conflict: The Contracting Officer will review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

1. The Contractor shall perform consistent with the Task Order;
2. The Contractor shall not perform the Task Order;
3. The Government will modify the Task Order to remove the identified conflict;
4. The task order may be performed by other Government personnel, and/or the work may be obtained by the Government from another source not possessing a similar conflict of interest; or
5. The Contractor may identify a Subcontractor who can provide services consistent with the task order. The Contractor may enter into a subcontract and retain all contractual responsibilities except that the subcontractor will ensure that sensitive information provided to or generated by the subcontractor team performing the task order will not be transmitted to (i) any Contractor employees, or (ii) any subcontractor employees who are not also performing work under the task order. Further, the subcontractor will not release any information regarding the task order to anyone but Government personnel identified by the Contracting Officer as proper recipients of the information. This subcontract will not avert the Contractor's responsibility for acceptable technical performance of the task order

f) Additional requirements:

1. Any limitations on future contracting resulting from the Contractor's or its Subcontractor's performance of the contract requirements are identified in Section H.2, NFS 1852.209-71, Limitation of Future Contracting.
2. The Contractor shall abide by the Organizational Conflict of Interest Avoidance Plan which is incorporated as Exhibit H to this contract.

(End of clause)

**H.13 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (MARCH 2012)**

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this

contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of clause)

**H.14 ISO 9001: CERTIFICATION/REGISTRATION REQUIREMENTS QUALITY MANAGEMENT SYSTEM (LaRC 52.246-99) (MAR 2012)**

- a) The Contractor's quality system shall be certified/registered to the current International Standard ISO 9001, Quality Management Systems Requirements.
- b) The Contractor's quality system shall remain certified/registered to the ISO 9001 standard during the term of the contract. The Contractor shall notify the Contracting Officer within ten working days of any change in its ISO 9001 certification/registration status. The Contractor shall submit a copy of any updated ISO 9001 certificates to the Contracting Officer during the life of the contract. The Government reserves the right to audit the Contractor's quality system at any time.
- c) "Certified/Registered" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that have been audited by a 3rd party ISO 9001 Registrar and found to meet the requirements given in the above-cited International Standard.

(End of clause)

**H.15 GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) SERVICES (LaRC 52.245-97) (JUN 2012)**

- a) NASA Langley Research Center will furnish all necessary computers and related information technology services that will be connected to the NASA network infrastructure for all on-site contractors. The Agency enterprise service provider will manage the information technology services. The Contractor shall not connect any hardware to the NASA network infrastructure without the permission of Langley Research Center Chief Information Officer (CIO).
- b) For off-site contractors, NASA Langley Research Center will provide access to appropriate NASA information and information systems via a client-based virtual private network (VPN) where necessary. The VPN system shall be operated and maintained by the Agency enterprise service provider with local oversight provided by the Langley Research Center CIO. Individual system and user access will be dependent upon compliance with NASA policies. Dedicated, site-to-site network connections from an off-site location to the NASA Langley Research Center network will not be allowed.

(End of clause)

**H.16 INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) DIRECT/INDIRECT RATES AND PROFIT/FEE RATES**

- a) The purpose of this clause is to set forth the Not-to-Exceed burdened labor rates (through all

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applicable indirect costs, excluding profit/fee), indirect rates, and profit/fee to be utilized when estimating and pricing all IDIQ task orders.

b) The Contractor shall utilize the rates in Exhibit I, [IDIQ Burdened Labor Rates and Fee - Schedule of Rates](#), in establishing the total cost/price for each task order. The Contractor may propose rates less than, but not exceeding, the rates in Exhibit I.

c) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.

(End of Clause)

#### **H.17 ADVANCE AGREEMENT ON PHASE-IN (CLIN 0) COSTS**

The Contractor shall be entitled to reimbursement for costs in an amount not to exceed \$ TBD for phase-in cost that are incurred from date of contract award until contract effective date. No fee will be paid on phase-in costs.

(End of clause)

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#### **H.18 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (LaRC 52.204-92) (AUG 2014)**

(a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at: <http://www.dhs.gov/real-id-public-faqs>. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at [LaRC-RealId@mail.nasa.gov](mailto:LaRC-RealId@mail.nasa.gov).

(b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center. A list of non-compliant forms of state identification can be found in the PDF document titled "REAL ID Enforcement in Brief" located at: <http://www.dhs.gov/publication/real-id-enforcement-brief>.

(c) The following alternate forms of identification are accepted for NASA LaRC access:

- (1) Federal employee badges,
- (2) Passports,
- (3) Military identification cards,
- (4) Enhanced Driver's Licenses,
- (5) U.S. Coast Guard Merchant Mariner Card,
- (6) Native American tribal document,
- (7) School identification accompanied by an item from List C (Documents that Establish Employment Authorization) from the "List of the Acceptable Documents" on Form I-9, which can be found at: <http://www.uscis.gov/i-9-central/complete-correct-form-i-9>.

(d) Visitors without acceptable identity documents require an escort at all times while on the NASA Langley Research Center.

(End of clause)

End of Section

**PART II – CONTRACT CLAUSES**  
**SECTION I - CONTRACT CLAUSES**

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

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

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007) Fill In: NASA LaRC Office of Inspector General; (757) 864-3262
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED,

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
	OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS - NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST AND PRICING DATA-MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) <b>NOTE:</b> This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)
52.215-23	LIMINATION OF PASS-THROUGH CHARGES (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) – fill in (a)(3) 30th
52.216-8	FIXED FEE (JUN 2011)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2014)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) <i>OFFEROR FILL-IN IF APPLICABLE: The Contractor represents that it ___ is, ___ is not a small business concern under NAICS Code 336413 assigned to contract number TBD.</i>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Fill in: (a) “zero”
52.222-3	CONVICT LABOR (JUN 2003)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS FOR VETERANS (SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-11	PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (MAY 2014) -- AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (Short Form)
52.227-14	RIGHTS IN DATA--GENERAL (MAY 2014) -- AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 RIGHTS IN DATA--GENERAL <i>As modified by: 1852.227-14 (Note: The paragraph numbering has changed in the updated FAR Clause 52.227-14. Until such time as 1852.227-14 is updated, all references in 1852.227-14 to subparagraph (3) must be changed to subparagraph (4).)</i>
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-7	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JUL 2013) ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.233-1	DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
52.242-13	<b>BANKRUPTCY (JUL 1995)</b>
52.243-2	<b>CHANGES – COST-REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984)</b>
52.244-2	<b>SUBCONTRACTS (OCT 2010)</b> Fill in: (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: any subcontract over <b>\$750,000</b> Insert: (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: any and all subcontracts evaluated during pre-award.
52.244-5	<b>COMPETITION IN SUBCONTRACTING (DEC 1996)</b>
52.244-6	<b>SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2014)</b>
52.245-1	<b>GOVERNMENT PROPERTY (APR 2012)</b>
52.245-9	<b>USE AND CHARGES (APR 2012)</b>
52.246-25	<b>LIMITATION OF LIABILITY - SERVICES (FEB 1997)</b>
52.247-1	<b>COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)</b>
52.248-1	<b>VALUE ENGINEERING (OCT 2010)</b>
52.249-6	<b>TERMINATION (COST REIMBURSEMENT) (MAY 2004)</b>
52.249-14	<b>EXCUSABLE DELAYS (APR 1984)</b>
52.251-1	<b>GOVERNMENT SUPPLY SOURCES (APR 2012)</b>
52.252-6	<b>AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)</b>
52.253-1	<b>COMPUTER GENERATED FORMS (JAN 1991)</b>
1852.203-70	<b>DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)</b>
1852.204-76	<b>SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)</b>
1852.216-89	<b>ASSIGNMENT AND RELEASE FORMS (JUL 1997)</b>
1852.219-74	<b>USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)</b>
1852.219-76	<b>NASA 8 PERCENT GOAL (JUL 1997)</b>
1852.228-75	<b>MINIMUM INSURANCE COVERAGE (OCT 1988)</b>
1852.237-70	<b>EMERGENCY EVACUATION PROCEDURES (DEC 1988)</b>
1852.237-72	<b>ACCESS TO SENSITIVE INFORMATION (JUN 2005)</b>
1852.237-73	<b>RELEASE OF SENSITIVE INFORMATION (JUN 2005)</b>
1852.243-71	<b>SHARED SAVINGS (MAR 1997)</b>

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract start date through end of contract period of performance.

(b) All 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 task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.3 ORDER LIMITATIONS (52.216-19) (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the

completion of the contract.

**I.5 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the contract.

(End of clause)

**I.6 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42) (MAY 2014)**

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

*This Statement is for Information Only:*

*It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage</b>
Lead Electronics Technician	\$27.78 - \$37.74
Electronics Technician and/or Electrical and Electronic Equipment Assemblers	\$22.96 - \$31.49
Micro-Electronics Technician	\$25.29 - \$31.49
Computer-Controlled Machine Tool Operators, Metal and Plastic	\$25.29 - \$37.74
Lead Aerospace Welder	\$33.30 - \$37.74
Senior Aerospace Welder	\$27.78 - \$31.49
Aerospace Welder	\$25.29 - \$31.49
Welding, Soldering, and Brazing Workers	\$27.78 - \$37.74
Structural Metal Fabricators and Fitters	\$22.96 - \$31.49
Fiberglass Laminators and Fabricators	\$22.96 - \$31.49
Model Makers	\$27.78 - \$37.74
Instrumentation Technician and/or Aerospace Engineering Technician	\$27.78 - \$37.74

FRINGE BENEFITS

Annual Leave - Receives 13 days paid leave for service up to 3 years; 20 days for 3 to 15 years service; and 26 days for 15 years service or over.

Sick Leave - Receives 13 days paid leave per year.

Holidays - Receives 10 paid holidays per year.

Health Insurance - Government pays up to 72% of health insurance.

Group Life Insurance - Government pays one-third of the cost of the basic life insurance premium.

Retirement - The Government provides three retirement plans identified as the Civil Service Retirement System (CSRS), the Federal Employees Retirement System (FERS), and the CSRS Offset. Under the CSRS, the Government contributes 7% of the employees' base pay towards the retirement benefit and 1.45% towards Medicare. Under the FERS, the Government contributes 11.2% of the employees' base pay towards a basic benefit plan, 6.2% to Social Security, 1.45% towards Medicare, and 1% (plus matching contributions of up to 4% of basic pay, depending on employees' contributions) to a thrift savings plan. Under the CSRS Offset, the Government contributes 0.8% of the employees' base pay towards the retirement benefit, 6.2% to Social Security, and 1.45% towards Medicare.

Part-time Federal employees receive pro rata annual leave, sick leave, holiday leave, health insurance, and group life insurance benefits based on the number of hours worked.

(End of clause)

**I.7 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (52.223-9) (MAY 2008)**

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer.

(End of clause)

**I.8 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (LaRC 52.232-99) (AUG 2012) (DEVIATION)**

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

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

(End of clause)

**I.9 AUTHORIZED DEVIATIONS IN CLAUSES (52.252-6) (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

**I.10 OMBUDSMAN (1852.215-84) (NOV 2011) – ALTERNATE I (JUN 2000)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.
- (b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Virginia C. Wycoff Associate Director, NASA Langley Research Center, Mail Stop 010, Hampton, VA 23681-2199; phone (757) 864-6114; facsimile (757) 864--6117. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman, the Director, Contract Management Division, Ron Poussard at 202-358-0445, facsimile, 202-358-3083, e-mail: [agency-procurementombudsman@nasa.gov](mailto:agency-procurementombudsman@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

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

(End of clause)

**I.11 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)**

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

b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, or 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.12 NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE'S REPUBLIC OF CHINA (1852.225-74) (JUNE 2013) (DEVIATION)**

a) Definitions –

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

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

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

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

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

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- (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)

(End of Section)

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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

**J.1 LIST OF EXHIBITS**

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

Exhibit A	Performance Work Statement (PWS)
Exhibit B	Contract Documentation Requirements
Exhibit C	Register of Wage Determinations
Exhibit D	List of Government Property
Exhibit E	Reserved
Exhibit F	Safety and Health Plan (To Be Proposed)
Exhibit G	IT Security Management Plan (To Be Proposed – due 30 calendar days after contract effective date)
Exhibit H	Organizational Conflict of Interest Avoidance Plan (To Be Proposed)
Exhibit I	IDIQ Burdened Labor Rates and Fee - Schedule of Rates (To Be Proposed)

**J.2 LIST OF ATTACHMENTS**

The following documents are attached hereto and will not be incorporated into the resulting contract:

Attachment 1	Past Performance Questionnaire
Attachment 2	Cost Forms
Attachment 3	Draft Quality Assurance Surveillance Plan (QASP)
Attachment 4	Safety and Health Plan Instructions
Attachment 5	PIV Card Issuance Procedures
Attachment 6	Staffing Plan
Attachment 7	Office of Procurement Bid/Proposal Depository Directions
Attachment 8	<a href="#">Communications Blackout Notice</a> <del>Reserved for DRFP</del>
Attachment 9	Export Control Affidavit
Attachment 10	Statement and Acknowledgement

End of Section

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

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

(a)

- (1) The North American Industry classification System (NAICS) code for this acquisition is **336413**, Other Aircraft Parts and Auxiliary Equipment Manufacturing.
- (2) The small business size standard is **1,000 employees**.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

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

(i) Paragraph (d) applies.

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

(c)

- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
  - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
    - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
    - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
    - (C) The solicitation is for utility services for which rates are set by law or regulation.

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- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
  - (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
  - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract 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.

\_\_\_ (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	Title	Date	Change

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

(End of Provision)

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

a) Definitions. As used in this provision--

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"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

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(c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

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

(End of Provision)

**K.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (1852.209-73) (DEVIATION FEB 2012)**

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

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

(End of provision)

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

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

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

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

Firm \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date of execution \_\_\_\_\_

(End of Provision)

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

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

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

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

b) The Offeror represents that:

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

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

(End of provision)

**K.6 RESTRICTION ON FUNDING ACTIVITY WITH CHINA—REPRESENTATION (1852.225-72) (FEB 2012)**

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

b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from

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

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

(End of provision)

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

a) Definitions –

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

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

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

- (i) Systems acquired by a contractor incidental to a contract;
- (ii) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
- (iii) Services in support of IT systems, such as help desk services; or
- (iv) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China. By submitting an offer 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.8 SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012) – ALTERNATE 1 (MAY 2014)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 336413.

(2) The small business size standard is 1,000.

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

(b) Representations.

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

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

(3) [Complete only if the offeror represented itself as a small business concern in

*paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

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

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

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

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

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

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

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

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

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

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

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

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

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

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

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

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned small business concern,” means a small business concern --

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

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

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

(d) Notice.

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

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

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

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

(iii) Be ineligible for participation in programs conducted under the authority of the Act. Alternate I (May 2014). As prescribed in 19.309(a)(2), add the following paragraph (b)(9) to the basic provision:

(End of Provision)

(End of Section)

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L**

Provision(s) 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)

<b>PROVISION NUMBER</b>	<b>PROVISION TITLE (DATE)</b>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-22	LIMITATION ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.237-1	SITE VISIT (APR 1984)
1852.223-73	SAFETY AND HEALTH PLAN (NOV 2004)
1852.231-71	DETERMINATION OF COMPENSATION REASONABLENESS (MAR 1994)
1852.233-70	PROTESTS TO NASA (APR 2002)

**L.2 TYPE OF CONTRACT (52.216-1) (APR 1984)**

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

(End of provision)

**L.3 SERVICE OF PROTEST (52.233-2) (SEP 2006)**

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

Attn: Teresa M. Hass, Contracting Officer  
 NASA Langley Research Center  
 Langley Headquarters Building  
 5 Langley Blvd., M/S 12  
 Hampton, VA 23681-2199

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

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

<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

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

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

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

(End of provision)

**L.6 OFFEROR ACCEPTANCE PERIOD**

Proposals submitted in response to this solicitation shall remain firm for at least 480210 days after the date specified for receipt by the Government and shall contain a statement to this effect. In addition, the Offeror shall insert "480210" (or a larger number) into Block 12 of Standard Form (SF) 33, Solicitation, Acceptance, and Award.

(End of provision)

**L.7 PRE-SOLICITATION CONFERENCE**

~~Reserved(a) A pre-solicitation conference will be held as indicated below:~~

Date: ~~\_\_\_\_\_~~ Tuesday, July 29, 2014  
Time: ~~\_\_\_\_\_~~ 9:00 a.m. – 1:00 p.m.  
Location: ~~\_\_\_\_\_~~ Building 1202 (Pearl Young Theater)

~~The following is a tentative agenda for the conference:~~

- ~~Opening Remarks~~
- ~~LaRC Presentations~~
- ~~Break~~
- ~~Facilities Tour~~

~~b) The briefing will be unclassified. Please contact Ceseley Dunbar via email at [Ceseley.Dunbar@nasa.gov](mailto:Ceseley.Dunbar@nasa.gov) (cc: [Teresa.M.Hass@nasa.gov](mailto:Teresa.M.Hass@nasa.gov)), to register for the conference and provide a list of planned attendees no later than COB July 22, 2014. Note that only U.S. citizens will be authorized to attend the conference.~~

~~c) Prospective Offerors are requested to submit any written questions to Ceseley Dunbar via email at [Ceseley.Dunbar@nasa.gov](mailto:Ceseley.Dunbar@nasa.gov) (cc: [Teresa.M.Hass@nasa.gov](mailto:Teresa.M.Hass@nasa.gov)) no later than close of business July 25, 2014 so that NASA will be able to answer as many questions as possible at the conference.~~

~~(d) Attendance at the pre-solicitation conference is highly recommended to expedite Offerors receipt of the export controlled documents (i.e., representative task orders) in accordance with Section L.15. To receive this information at the pre-solicitation conference, Offeror's shall provide Attachment 10, Statement and Acknowledgment. However, attendance is neither required nor a prerequisite for proposal submission and will not be considered in the evaluation.~~

~~(e) Visitors using state-issued identification to access NASA facilities can only use driver's licenses or identification documents that meet REAL ID Act of 2005, Phase Two standards. Other forms of identification utilized for access are not affected, including employee badges, passports, military identification cards, or Enhanced Driver's Licenses (EDLs). As of April 18, 2014, the following states and territories are noncompliant: Alaska, American Samoa, Arizona, Kentucky, Louisiana, Maine, Massachusetts, Minnesota, Montana, New York, Oklahoma, and Washington. Of the noncompliant states, Minnesota, New York, and Washington have an EDL available. These can be utilized as an acceptable identify document for access control.~~

~~(f) Presentation charts, conference attendee list, and questions and answers will be posted to the NASA Acquisition Internet Service (NAIS) and FedBizOps after the conference.~~

~~(End of provision)~~

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

1) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Standard Form (SF) 33 and Sections B-J of Model Contract, including Completed Representations and Certifications	N/A

(Section K), all required Exhibits to be proposed by the Offeror, and the Executed Offer.	
Volume I – Technical Proposal	20 pages, pages must be numbered
Volume II – Business Proposal	No Limit, pages must be numbered
Volume III – Past Performance Proposal	20 pages, pages must be numbered

- 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. Foldouts count as an equivalent number of 8 1/2" x 11" pages.
- 3) The Offeror shall use Arial 11 font in its proposal. This font size restriction also applies to text in tables, graphics, and captions. Header and footer information (i.e., company name, date, solicitation number) can be included in the one-inch margins and is subject to the font size restriction. This font size restriction only applies to proposal submissions that are page limited, as set forth in the table above.
- 4) Title/cover pages, tables of contents, cross-reference matrices, list of figures/acronyms, and tab dividers are excluded from the page counts specified above.
- 5) Information that is included in non-page limited sections of your proposal which belongs in one of the other volumes of the proposal will not be evaluated.
- 6) If discussions are required and final proposal revisions are requested, separate page limitations may be specified for those submissions.
- 7) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government. The Contracting Officer will return one copy of the excess pages removed from the proposal to the Offeror in accordance with NFS 1815.204-70(b).
- 8) Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this RFP. All information found at such referenced locations will not be considered in the evaluation of proposals and the selection of a successful Offeror.

(End of provision)

**L.9 LIST OF AVAILABLE GOVERNMENT PROPERTY (1852.245-81) (JAN 2011)**

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

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
NONE						

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

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
Exhibit D On-site list						

- (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.10 COMMUNICATIONS REGARDING THIS SOLICITATION**

- (a) Written questions or comments regarding this solicitation must be submitted in writing via email only, should cite the solicitation number, and be directed to the following Government representatives:

Name: Ceseley Dunbar  
 Email: [ceseley.dunbar@nasa.gov](mailto:ceseley.dunbar@nasa.gov) (Cc: Teresa.M.Hass@nasa.gov)

Written questions or comments should be submitted within no later than ~~TBD~~[September 6, 2014](#) to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

- (b) Questions or comments shall not be directed to the technical activity personnel. ~~(Reference Attachment 8, Communications Blackout Notice)~~-. [Violation of the blackout notice may be grounds for proposal disqualification.](#)

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(End of provision)

**L.11 BIDDER’S RESOURCES**

- a) A Bidder’s Resource file has been posted with the solicitation in an effort to assist with proposal development. The Bidder’s Resource file contains information that may be useful in developing the Offeror’s proposal.
- b) The Bidder’s Resource file contains non-ITAR representative task orders. Additional ITAR representative task orders are available to Offerors in accordance with L.15, Request for Export Controlled Documents.
- c) For the purpose of the EMCHFSS II contract, the Bidder’s Resource file contains the official versions of applicable and reference documentation. No other version of the documentation should be used.
- d) The Bidder’s file will be updated as documents are identified for posting in an effort to assist with proposal development. All updates to the Bidder’s Resource file will be handled as a formal solicitation amendment.

(End of provision)

**L.12 SIGNIFICANT SUBCONTRACTOR**

For the purposes of this solicitation and for proposal preparation purposes, "significant subcontractor" is defined as a subcontract greater than or equal to \$750,000 over the entire contract period of performance.

(End of provision)

**L.13 LIMITATIONS ON SUBCONTRACTING**

a) Per FAR 52.219-14, Limitations on Subcontracting, "At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern." Each proposal submitted in response to this solicitation will be reviewed for compliance with this requirement. For purposes of determining compliance with this clause, the "cost of the contract" and the "cost of contract performance incurred for personnel" are defined in 13 CFR 125.6. (Refer to cost form 10 in Attachment 2)

b) Any proposal that does not meet this requirement will be considered unacceptable in accordance with NFS 1815.305-70 and will not be considered for award.

(End of provision)

**L.14 PERIOD OF PERFORMANCE:**

For the purpose of preparing proposals, offers shall use the following period of performance:

- a) The anticipated award date is **February 13, 2015**.
- b) The period of performance of the contract is 60 months (exclusive of the phase-in) from March 28, 2015 to March 27, 2020.

(End of provision)

**L.15 REQUEST FOR EXPORT CONTROLLED DOCUMENTS**

a) The following portions of this solicitation are not available via the internet because they are subject to certain export restrictions pursuant to the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 or the Export Administration Regulations (EAR), 15 C.F.R. Parts 730-774: ITAR Representative Task Orders. The Offeror should obtain these documents in order to have a complete copy of the solicitation. These task orders are a representative sample of task orders issued under the current EMCHFSS contract and are being provided as historical information to prospective Offerors to provide a better understanding of the typical work performed under the contract.

b) Due to the restrictions identified above, the documents will only be provided to U.S. persons (as defined in 22 C.F.R. § 120.15) that have completed the affidavit in Attachment 9, Export Control Affidavit.

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Therefore, requests for the documents must be accompanied by evidence establishing the requestor is a U.S. person.

Evidence may include photocopies of any of the following:

- (i) a current U.S. Passport,
- (ii) a current Permanent Resident Card ("Green Card") (Form I-551)
- (iii) a currently valid driver's license/photo I.D. card issued by a State or the District of Columbia AND a birth certificate issued by a State, county, municipal authority, or territory of the U.S bearing an official seal.

(Additional forms of acceptable evidence are listed in the Dept. of Homeland Security (DHS), U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification Form, OMB No. 1615-0047).

Requests for the documents should be directed to the person listed in L.10. The request shall also include the following information: the solicitation number located on the cover sheet of this document, company name, mailing address, name and title of requestor, phone number, fax number and a copy of the company's business license. When all the requested information is provided, the documents shall be sent via US mail.

c) The Offeror is advised that, due to the export restrictions reference above, it may be a violation of U.S. federal law to transfer or distribute the documents to any foreign person, whether in the U.S. or abroad, any foreign entity, or to any person who will knowingly retransmit the information to a non-U.S. person, foreign representative, or foreign entity. Please review the legend/label on the documents for more information.

d) In lieu of the procedures described in paragraphs b) and c) above, Offerors are encouraged to obtain these documents in person at the Pre-Solicitation Conference (see L.7) by presenting **original** evidence establishing the requestor is a U.S. person and executing Attachment 10, Statement and Acknowledgement, in person.

(End of provision)

## **L.16 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS**

### **(a) PROPOSAL CLARITY**

1) The Offeror shall ensure that proposals are specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to assure that their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

2) The Offeror shall ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

### **(b) PROPOSAL SUBMISSION INFORMATION**

1) Offerors shall submit proposals in three (3) volumes: Volume I, Technical Proposal, Volume II, Business Proposal, and Volume III, Past Performance Proposal. The Offeror shall number all pages in each volume.

2) The Offeror is requested to submit 4 hard copies and 2 electronic copies of the Past Performance volume of the proposal on or before 2:00 p.m. local time, TBD August 26, 2014. The Offeror shall submit 4 hard copies and 2 electronic copies of the remaining volumes of the proposal on or before the date and hour shown in Block 9 of the SF 33. The Offeror shall submit the required number of copies of all volumes of the proposal by the date and time shown in Block 9 of the SF 33. The Offeror shall submit proposals to the address shown in Block 8 of the SF 33, or if hand carried, to the depository listed in Attachment 7, Office of Procurement Bid/Proposal Depository Directions. The Offeror shall not deliver proposals to the Contract Specialist/Contracting Officer and shall not leave proposals unattended. The Offeror shall be aware that heightened and varying security requirements may preclude or delay access to the Center; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time and date specified.

—3) The Offeror shall mark all copies of the proposal sequentially (e.g., 1 of 4, 2 of 4, etc.) for documentation control.

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—4) The Offeror shall submit the electronic proposal on a CD or USB Flash Drive. —The Offeror shall ensure that each CD or USB Flash Drive submitted includes an external —label with the —Offeror's name, date of proposal, and the solicitation number. The —Offeror shall ensure the electronic proposal does not have viruses prior to submission.

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—5) The hard copies and the electronic copies of the proposal shall be identical. In the —event of an inconsistency between the electronic proposal and the hard-copy proposal, —the hard copy shall be considered the intended version.

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—6) Volume I, Technical Proposal and Volume III, Past Performance Proposal, shall —be compatible with Microsoft Word 2007.

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—7) Volume II, Business Proposal, Cost Forms (Attachment 2), shall be compatible —with Microsoft Excel 2007. Electronic spreadsheets in word processing and PDF formats —ARE NOT acceptable. Volume II supporting narrative shall be compatible with Microsoft —Word 2007. It is preferred that all cost forms/electronic spreadsheets be provided under —one file; i.e. workbook. However, if the information requires more than one file no two —files shall have the same file name. The Offeror shall save all files under one folder. All —electronic spreadsheets shall be self calculating and shall not contain hidden cells, be —locked/protected, secured by password or include external links. The Offeror shall —explain any absolute values.

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(c) **CONTRACT OFFER**

1) A contract offer shall be submitted with the original of Volume II, Business Proposal. It is critical that a conforming **signed** contract offer be submitted with the proposal since it is anticipated that award will be made without discussion.

2) The Offeror shall also submit an electronic copy of the completed contract document with its proposal. The hard-copy contract offer shall be formatted the same as the

electronic proposal.

3) The contract offer shall consist of the following:

- (i) One signed original of SF33 with Blocks 12-18 completed, Part I, The Schedule, Sections B-H (as applicable) and Part II, Contract Clauses (Section I), and any required Exhibits. All shaded areas are to be completed by the Offeror. The additional Exhibits listed in Section J will be added to the contract document by the Contracting Officer at the time of contract award.
- (ii) Executed Section K including information not provided in System for Award Management (SAM) that is specific to this solicitation.
- (iii) Properly acknowledge solicitation amendments (if any) on SF 33 block 14.
- (iv) A cover letter stating acceptance of the proposed contract terms and conditions that are incorporated into the contract offer and Performance Work Statement (PWS) including a confirmation of registration in the System of Award Management (SAM) in accordance with FAR 52.204-7, System for Award Management.

(End of provision)

## **L.17 TECHNICAL PROPOSAL - VOLUME I**

### **FACTOR 1 - MISSION SUITABILITY**

The Offeror shall include the detailed information outlined below so that the proposal can be evaluated in accordance with the evaluation factors set forth in Section M, Evaluation Factors For Award. The Offeror shall structure each volume to adhere to the Factor and Subfactor headings listed below.

Responses to each subfactor are important to NASA's evaluation since they convey an understanding of the technical requirements and the approach to provide technical support for Electronic, Mechanical and Composite Fabrication Hardware Support Services II.

In responding to the Mission Suitability subfactors listed below, the Offeror shall clearly identify any efforts expected to be performed by a subcontractor.

#### **Subfactor 1 - Understanding the Requirement and Technical Approach (URTA)**

1. Electronics Fabrication – The Offeror shall describe its processes, approach and understanding for fabrication of cable harnesses, surface-mount technology and plated through hole for population of printed circuit boards for the development and quality assurance of flight quality electronic packages. The Offeror shall demonstrate its understanding of potential problems and solutions applicable to electronics fabrication and its approach for ensuring technical objectives are met on schedule.

2. Mechanical Fabrication – The Offeror shall describe its processes and approach for fabrication of metallic research hardware ranging from critical space flight quality hardware in accordance with engineering drawings; to less critical research hardware in

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accordance with sketches or less than fully-defined requirements. The Offeror shall demonstrate its understanding of potential problems and solutions applicable to the fabrication of mechanical hardware and its approach for ensuring technical objectives are met on schedule.

3. Composites Fabrication – The Offeror shall describe its processes and approach for fabrication of research oriented composite models and hardware, to include, the installation of instrumentation in research oriented composite hardware. The Offeror shall demonstrate its understanding of potential problems and solutions applicable to the fabrication of composite hardware and its approach for ensuring technical objectives are met on schedule.

### **Subfactor 2 – Management (MGMT)**

#### 1. Recruiting, Retaining, and Motivating Employees

a. The Offeror shall describe its approach for staffing the contract including incumbent retention. The Offeror shall describe its approach for recruiting and retaining highly qualified personnel ~~for~~with specialized skills in each technical area to meet the requirements of the PWS paragraphs 1.0 – 3.0. The Offeror shall include a total compensation plan in accordance with NFS 1852.231-71, Determination of Compensation Reasonableness (which is included in the page limitation, see L.8). The Offeror shall include compensation plans for significant subcontractors.

b. The Offeror shall describe its approach to responding to surging and declining workload requirements to adapt to changing missions, requirements, and funding fluctuations to meet Government requirements without adversely affecting ongoing work.

2. Automated Task Order System – The Offeror shall describe its approach to meet all the requirements of the PWS paragraph 4.1 prior to the contract start date.

3. Approach to Managing the Contract – The Offeror shall describe its approach for efficiently and effectively managing the contract requirements (including subcontract management). The Offeror shall include its approach for managing task orders, including developing estimates, and implementing and managing the work to ensure technical and schedule requirements are met within cost.

(End of provision)

### **L.18 BUSINESS PROPOSAL - VOLUME II**

#### **RESPONSIBILITY DETERMINATION**

NASA intends to determine responsibility in the areas set forth in FAR 9.104-1, which will include but not be limited to a determination of responsibility of the accounting, operational, property control systems, and quality assurance measures set forth below. Any communications regarding responsibility determinations will not be considered “discussions” as set forth in FAR 15.306.

a) **Safety and Health Plan**- The Offeror shall address the approach to safety and health as required by NFS 1852.223-70, Safety and Health. The Offeror shall submit a Safety and Health Plan in accordance with 1852.223-73, Safety and Health Plan. When the requirement is for on-site work at LaRC, as a minimum, the plan shall address the information in Attachment 4, Safety and Health Plan Instructions. This plan will be included in any resulting contract.

b) **Accounting System** - 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. Therefore, in order to receive a contract award, the Offeror shall have an accounting system that is in compliance with FAR 52.216-7, Allowable Cost and Payment, and capable of accurately collecting, segregating and recording costs by contract and by individual task order, as well as capable of excluding unallowable costs. The Offeror shall provide evidence of an adequate accounting system for accumulating and reporting incurred costs, as determined by the cognizant Government administrative office. The Offeror shall explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld. The Offeror shall list any other systems, e.g., estimating, purchasing, billing, compensation, and budgeting, that have been reviewed or are under review, showing the status, outstanding issues, approval date, and name of the reviewing office. The Offeror shall complete [Cost Form 9](#), Attachment 2, [Cost Form 8](#), to provide this information.

c) **Phase-In Plan** – The Offeror shall address the approach for a 6-week phase-in and for minimizing changeover difficulties and maximizing continuity of services to NASA. The plan shall include the following:

1. Approach to transition and ensure continuity with the incumbent Contractor;
2. The method for ensuring that appropriately qualified personnel are badged and available for work (including orientation and training) and how the requirements for Personal Identity Verification (PIV) will be completed;
3. Phase-in schedule with milestones;
4. An organizational diagram to include staff positions with subcontractors and/or teaming partners, lines of authority and a description of subcontract activities;
5. Approach to coordinating with the Government to ensure all necessary computers and related information technology services are requested and approved in accordance with clause H.16, Government Furnished Information Technology (IT) Services (LaRC 52.245-97);
6. Any other issues deemed critical to a successful transition from the current contract to this effort.

d) **Organizational Conflicts of Interest (OCI) Avoidance Plan** - The Offeror shall provide a plan for complying with the requirements of NFS 1852.237-72, Access to Sensitive Information and Section H.12, Organizational Conflicts of Interest. The Offeror shall explain its approach to identifying, mitigating and/or avoiding OCIs that may arise under this contract. The Offeror shall include, at a minimum: (i) an assessment of the potential risk for various types of conflicts such as access to sensitive, or non-public information; (ii) the Offeror's process for identifying OCIs, including the Offeror's coordination with each of its parent, subsidiaries, affiliates, office locations, divisions and/or other similar entities (collectively, the "Business Units") to determine whether OCIs currently exist; (iii) the approach for maintaining communication with each Business Unit during the performance of this contract to identify potential OCIs arising during such performance period; (iv) the approach to training and refresher training for its

employees, (v) once identified, the methods the Offeror will utilize to mitigate the various types of OCIs; and (vi) the approach for ensuring the processes and procedures included herein will be applied to each of its subcontractors(including their respective Business Units).

e) **Special Standards of Responsibility**

Offerors must meet the following qualification on ~~or before~~ the date and time shown in Block 9 of the SF 33. Any Offeror that does not demonstrate compliance with this requirement will be considered unacceptable pursuant to NFS 1815.305-70 and the proposal will not be evaluated.

**ISO 9001 Certification/Registration** – The Contractor's quality system shall be certified/registered to the current International Standard ISO 9001, Quality Management Systems Requirements, upon proposal receipt. "Certified/Registered" as used in this clause means that the Contractor has defined, documented, management-approved methods of operation that have been audited by a 3rd Party ISO 9001 Registrar and found to meet the requirements given in the ISO 9001 International Standard. In order to demonstrate this qualification, the Offeror shall submit a copy of the ISO 9001 certificate.

All Offerors are encouraged to provide evidence of compliance with the standard listed above *as soon as possible*. This will allow time for Government review, and/or request clarifications and additional information, if needed. The required documents are to be submitted to the individuals identified in Section L.10 at any time after the release date of this Draft RFP.

Offerors choosing to submit evidence of compliance for the first time with their proposal at the date and time shown in Block 9 of the SF 33 (face page of the solicitation) do so with the risk that their documentation may be unacceptable.

(End of provision)

**L.19 FACTOR 2 – COST/PRICE**

a) Offerors shall comply with the instructions in this section and those on the Cost Forms, hereinafter referred to as "Forms" (Reference Attachment 2, Cost Forms). Offerors shall include sufficient detail to support and explain all proposed costs, giving figures and a narrative explanation (including all assumptions).

b) For the purposes of verifying compliance with Wage Determination (WD), Limitations on Subcontracting, and to facilitate a cost realism analysis, Offerors are required to submit Data Other than Cost or Pricing Data pursuant to FAR 15.403-3.

c) Offerors shall provide the following contract administration information: (i) Cognizant Government Audit Agency (GAA) with mailing address, email address, telephone number, and fax number; and (ii) Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

d) Each Offeror shall prepare its cost/price proposal, including all Forms, in a manner consistent with its current accounting system.

e) An Offeror's failure to comply with all cost proposal instructions may result in rejection of its

proposal.

f) Forms:

Each Offeror is required to complete the Forms in Attachment 2 to this solicitation and submit the completed Forms with its proposal. Additional instructions for completing the Forms are included at the bottom of each Form, as applicable. [Cost Forms \(Attachment 2\), shall be compatible with Microsoft Excel 2007.](#) Forms in word processing or PDF formats are NOT acceptable.

For proposal purposes, Offerors shall compute labor hours and cost using the labor categories and work year equivalents (WYEs) set forth in Attachment 6, which also equal the categories and WYEs listed in Form 3 described below. The estimates for work year equivalents are for proposal and evaluation purposes only and do not obligate NASA to place orders above the required minimum. It is not intended that the resulting cost proposal equal the contract maximum value.

In addition to the WYEs set forth in Attachment 6, Offerors are permitted [to](#) propose labor categories and hours for administration and management. However, Offerors shall not propose labor costs which are classified as indirect costs in their established accounting system.

Attachment 2 includes nine Forms as follows:

- Form 1 – Total Proposed Price Summary
- Form 2 – Cost (no fee) Breakdown for CLIN 0 (Phase-In) and Cost Plus Fixed Fee (CPFF) Breakdown for CLIN 1
- Form 3 – Labor Categories and Work Year Equivalents (WYEs) for CLIN 1
- Form 4 – Subcontract(s) Price Breakdown for CLIN 1
- Form 5 – Exhibit I, IDIQ Burdened Labor Rates, Indirect Rate Burden for ODCs, and Fee
- Form 6 – Buildup of Exhibit I, IDIQ Burdened Labor Rates, and Verification of WD Minimums
- Form 7 - Conversion of Offeror Fiscal Year (OFY) rates to Contract Year rates
- Form 8 – Status of Systems Reviews
- Form 9 - Verification of Limitations on Subcontracting

Form 1 – Form 1 is completely self-calculating. Offerors [needshall](#) not make changes to Form 1. If proposed, the Phase-In cost is part of the Total Proposed Price.

Form 2: Offerors are required to use Form 2 to provide a breakdown of the proposed costs for CLINs 0 and 1. Form 2 includes two tables: one for CLIN 0 and another for CLIN 1. Instructions for completing each table are included as footnotes at the bottom of each table; Offerors shall follow all instructions provided.

Form 3: This form lists the labor categories and WYEs that Offerors shall propose; these categories and WYEs equal those in Attachment 6 Staffing Plan. Except for administration and management, which Offerors may propose in addition to the WYEs listed in Form 3, Offerors shall propose only [and all of] the labor categories and WYEs listed in Form 3. Except for administration and management, the sum of all proposed hours for each labor category in Forms 2 and 4 shall equal the respective WYEs listed in Form 3.

Form 4: This form shall reflect each proposed subcontractor performing direct labor, if proposed, for CLIN 1. Note the highlighted cells in these Forms have already been populated with

information or are self-calculating; Offerors shall not make changes to these cells. ~~NOTE: The dollar values listed in Form 4 shall not include any of the prime Offeror's indirect or profit burdens on subcontract costs. Form 4 shall reflect only the subcontractors' costs and profit.~~ Instructions for completing Form 4 are included as footnotes at the bottom of the form; Offerors shall follow all instructions provided.

Form 5: Form 5 is a Schedule of proposed burdened labor rates, indirect rates for ODCs, and a fee rate to be used on the resultant IDIQ contract. Form 5 is a near duplication of Form 6, except Form 5 omits a breakdown of the direct and indirect rates and fringes for each labor category and includes only a list of the proposed burdened labor rates for each contract year. Unless a composite rate is proposed, all burdened rates proposed in Form 5 shall equal the respective burdened rates proposed in Form 6. Form 5 is already populated with the labor categories listed in Form 3. Offerors shall propose IDIQ rates for all labor categories listed in Form 3 and shall propose IDIQ rates for all labor categories proposed for administration and management. Instructions for completing Form 5 are included as footnotes at the bottom of the form; Offerors shall follow all instructions provided.

Form 6: The labor categories identified in Form 6 shall be used to establish the labor rates for use on all IDIQ task orders. Form 6 is already populated with the labor categories listed in Form 3. Offerors shall add as many rows as needed to accommodate the number of proposed labor categories for administration and management. This form will also be used to verify that WD minimums are met. Instructions for completing Form 6 are included as footnotes at the bottom of the form; Offerors shall follow all instructions provided.

Form 7: This form provides a breakdown of all proposed direct labor, indirect, and escalation rates by Offeror Fiscal Year (OFY) and Contract Year; Offerors shall show the conversion of OFY rates to their respective Contract Year rates. The rates listed in Form 7 for Contract Years shall equal the respective rates proposed in Forms 2 and 6. Instructions for completing Form 7 are included as footnotes at the bottom of the form; Offerors shall follow all instructions provided.

Form 8: This form shall provide the status of the Offeror's system(s) such as its accounting, estimating, purchasing, billing, compensation, and budgeting systems.

Form 9: Form 9 includes the necessary calculations to ensure compliance with limitations on subcontracting.

Per FAR 52.219-14(b) & (b)(1), "By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for...Services (except construction)....At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern". 13 CFR 125.6(e)(2) defines the "cost of contract performance incurred for personnel" as direct labor and indirect costs whose base(s) include labor, including G&A (i.e., burdened labor costs excluding profit/fee).

Form 9 makes the necessary calculations verifying compliance with the limitations on subcontracting. Offerors shall not make any changes to Form 9. Cell C15 of this Form must be greater than or equal to 50%, provided Forms 2 and 4 are completed properly. The proposal will not be considered for award if the Offeror's proposed percent of the total cost of contract performance is less than 50%.

g) Subcontractor Proposal Information:

Each ~~subcontract~~subcontractor included in Form 5, IDIQ [Burdened Labor Rates and Fee - Schedule of Rates](#), shall also submit Forms 5, 6, and 7. Subcontractors do not need to provide these forms to the prime Offeror. If not included in the prime Offeror's proposal, Forms 5, 6, and 7 shall be submitted by each subcontractor in its own proposal and shall be submitted directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation.

Offerors shall support the selection of their subcontractor(s) and provide sufficient information to support their determination of price/cost reasonableness of the subcontractors' proposed rates. See FAR 15.404-3, Subcontract pricing considerations.

h) Direct Labor:

Exhibit C is a copy of the Register of Wage Determinations and Fringe Benefits (WD) issued by the Department of Labor for employees under this proposed contract. Offerors shall identify those proposed positions subject to the WD and correlate them to the WD positions. Note that the wage rates and benefits specified therein are minimums and that the WD might not list all labor classes to be employed under this contract. Paragraph (c)(2) of the contract clause [52.222-41](#) entitled "-Service Contract Labor Standards" states that in this event, conformable rates must be established for those service employees to be employed under the contract but not listed on the WD.

Offerors shall propose anticipated, if any, escalation factors and amounts unless escalation is prohibited by law or regulation. Offerors shall provide the derivation and rationale for the proposed escalation rates, if any, and detail the rationale for not escalating any elements that would normally be escalated.

i) Indirect Rates/Costs:

For all proposed personnel covered by [the](#) WD, Offerors shall demonstrate in Form 6 that all minimum benefits, including health and welfare, are met.

Each Offeror shall include within its proposal a copy of its most recent GAA rate approval or provisional billing rate approval letter in support of all indirect rates utilized within the proposal. If not clearly shown on the cognizant GAA letter, Offerors shall also provide the name and phone number of its cognizant GAA office.

For each indirect pool, the Offeror shall identify the rates and bases used to determine the proposed costs for this proposal. The Offeror shall explain how this contract has been considered in determining the proposed indirect rates and show the impact of this contract on the Offeror's forecasted indirect bases and pools. For the purposes of projecting the impact of this contract on the Offeror's forecasted rates, the Offeror should assume the value of a resulting contract will be the total price proposed in accordance with the Cost instructions in Factor 2, Cost/Price above, not the IDIQ maximum specified in Section B. If indirect rates have not been reviewed within the last 12 months by the responsible GAA, the Offeror shall provide a cost history for the last three years, including the actual expense pools and application base amounts for the larger indirect pools (e.g., overhead, fringe benefits, and G&A). The Offeror shall detail all cost elements in the pools and bases. If contract years cross Offeror's fiscal years, the Offeror shall show how fiscal year rates were apportioned to establish contract year

rates.

j) Facilities Capital Cost of Money (FCCOM):

~~Offerors~~ Each Offeror shall clearly identify FCCOM if it chooses to include it in its proposal (ref: FAR 52.215-16 Facilities Capital Cost of Money). If FCCOM is not proposed, FAR Clause 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract.

k) Other Direct Costs (ODCs):

Offerors shall propose the ODCs set forth in Form 2. These ODCs are for costs such as material, equipment, travel, and training. Offerors ~~are permitted to propose~~ shall include any additional ODCs ~~in addition to, other than~~ the ~~amount~~ categories listed ~~in Form 2 above (e.g., contractor vehicle(s)) that the Offeror will require to perform the effort~~. Offerors shall describe any additional ODCs, if proposed.

Offerors shall address applicable city/county business license taxes for both on-site and off-site work (consult with the City of Hampton). Offerors shall base the calculation of business license taxes on the total proposed price. Offerors shall not use the IDIQ maximum specified in Section B.

l) Identification of Uncompensated Overtime:

Offerors shall include the information required in FAR 52.237-10, Identification of Uncompensated Overtime, if any uncompensated overtime is proposed.

(End of provision)

## L.20 PAST PERFORMANCE PROPOSAL - VOLUME III

### FACTOR 3 - PAST PERFORMANCE

a) **Proposal Guidelines** - The Offeror shall include in its proposal the overall corporate or Offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. However, for newly formed businesses having little or no experience as the new business entity, the Offeror may submit the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s). Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the Offeror's performance under a contract resulting from this solicitation. Offerors which are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance shall only be considered to the extent that the proposal clearly demonstrates that the resources of the other companies will affect the Offeror's performance on the proposed contract.

b) **Proposal Content** – ~~The Offeror~~ Offerors shall include a list of the three most relevant contracts that the prime and each significant subcontractor have held within the past three years for requirements that are similar in size (in dollars per year), content, and complexity to the requirements of this solicitation (including Federal, State, and local government and private contracts). For the purposes of determining size relevance, the Government will compare the referenced contracts to the total price proposed in accordance with the Cost instructions in

Factor 2, Cost/Price above, not the IDIQ maximum specified in B.3. It is the responsibility of the Offeror to clearly and completely demonstrate in its proposal the relevancy of each of the prior contracts offered as relevant in terms of size, content (by Performance Work Statement) and complexity to the current procurement. For each contract identified, include:

- 1) Contract Number
- 2) Contracting Agency
- 3) Points of contact in the program and contracting offices, including accurate telephone numbers and e-mail addresses.
- 4) Contract type
- 5) Contract beginning and ending dates
- 6) Total Contract Value and total actual obligated dollars
- 7) Average Annual Work Year Equivalents (WYE)
- 8) Average Annual Contract Amount
- 9) Thorough and complete description of contract work content and specific description of how prior experience is relevant to the Performance Work Statement paragraphs 1.0 – 3.0. Include work performance matrix for the prime and each significant subcontractor with the percentage of work that each will perform in each PWS area.
- 10) The extent to which contract objectives were met, including
  - i. Technical
  - ii. Schedule
  - iii. Cost
  - iv. Occupational Health
  - v. Safety
  - vi. Security
  - vii. Overall mission success (identify problems in delivered hardware and software that resulted in delays or failures)

The Offeror shall include a list of the firms that will submit past performance questionnaires (see paragraph ~~d.c~~ below) along with the written consent of each proposed significant subcontractor to allow NASA to discuss the subcontractor's past performance with the Offeror.

c) **Past Performance Questionnaires** – ~~The Offeror~~ Offerors shall provide to each of the customers for the most relevant contracts identified in paragraph b) above, a Past Performance Questionnaire (Attachment 1 to this solicitation), for completion and submission to the Contract Specialist for this solicitation. ~~The selected customers must return this questionnaire no later than (TBD) within the timeframe specified in this solicitation~~ August 26, 2014 to the email address or fax number provided on the questionnaire. NASA may verify the information submitted with the references provided.

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d) **Independent Past Performance Information** - NASA may consider in the source selection process data obtained from other sources, [including but not limited to the Contractor Performance Assessment Reporting System (CPARS)] and other references in addition to those provided by the Offeror and its significant subcontractors. While NASA may elect to consider data obtained from other sources, Offerors retain the burden of providing relevant references that NASA can readily contact and for presenting information establishing the relevance of their experience to NASA's requirements under this RFP. ~~Although NASA will generally base the evaluation of "relevance" on the three relevant contracts provided by the Offeror, the Government may use performance information that in the view of the Government is systemic across a number of contracts whether or not directly relevant or not. Examples of this would be systemic cost overruns or systemic or critical safety and security violations.~~

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(End of provision)

End of Section

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M.1 METHOD OF EVALUATION**

- a) Proposals received in response to this solicitation will be evaluated by a Source Evaluation Team (SET) in accordance with NFS 1815.3. The SET will rate and score Mission Suitability, will rate Past Performance, using the adjectival ratings scale/definitions in NFS 1815.307-70 and the level of confidence ratings set forth in NFS 1815.305 respectively. The SET will consider Cost/Price in accordance with this Section M.
- b) Special Standards of Responsibility – in order to be considered responsible the Offeror shall have the ISO 9001 certification as described in section L.18, Responsibility Determination, paragraph e-). The Offeror shall provide [a copy of its ISO 9001 certification as](#) evidence of compliance with this special standard of responsibility on ~~or before~~ the date and time shown in Block 9 of the SF 33. If an Offeror does not provide ~~acceptable evidence of compliance~~ [a copy its ISO 9001 certification](#), as described in L.18, Responsibility Determination, paragraph e-), the Offeror’s proposal will be considered unacceptable and will not be evaluated.
- c) The Source Selection Authority (SSA), after consultation with the SET and other advisors, will select the Offeror(s) that can perform the contract in a manner most advantageous to the Government, all factors considered. The SSA will make an integrated assessment of each offer and comparatively evaluate competing offers, considering input from the SET. The SSA will consider adjectival ratings and point scores assigned by the SET; however, the SSA will base selection on substantive proposal differences that are reflected by the adjectival ratings and point scores as opposed to basing selection on mere differences in ratings or scores.
- d) Evaluation will be on the basis of material presented and substantiated in the Offeror's proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the Offeror and/or inability to demonstrate adequate qualifications and resources. The Offeror's attention is directed to Section L which provides important instructions concerning proposal preparation.
- e) Adjectival Ratings/Definitions for Mission Suitability

<u>ADJECTIVAL</u>	<u>DEFINITIONS</u>	<u>PERCENTILE RANGE</u>
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90

Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

**M.2 EVALUATION FACTORS**

**FACTOR 1 - MISSION SUITABILITY**

The content of this section of the Offeror's proposal will provide the basis for evaluation of the Offeror's response to the technical requirements of the solicitation.

The Mission Suitability subfactors to be considered and rated in the evaluation of the Offeror's Technical Proposal are set forth below:

**Subfactor 1 - Understanding the Requirement and Technical Approach (URTA)**

1. Electronics Fabrication– NASA will evaluate the Offeror's processes, approach and understanding for fabrication of cable harnesses, surface-mount technology and plated through hole for population of printed circuit boards for the development and quality assurance of flight quality electronic packages. NASA will evaluate the Offeror's understanding of potential problems and solutions applicable to electronics fabrication and its approach for ensuring technical objectives are met on schedule.
2. Mechanical Fabrication - NASA will evaluate the Offeror's processes and approach for fabrication of metallic research hardware ranging from critical space flight quality hardware in accordance with engineering drawings to less critical research hardware in accordance with sketches or less than fully-defined requirements. NASA will evaluate the Offeror's understanding of potential problems and solutions applicable to the fabrication of mechanical hardware and its approach for ensuring technical objectives are met on schedule.
3. Composites Fabrication - NASA will evaluate the Offeror's processes and approach for fabrication of research oriented composite models and hardware, to include, the installation of instrumentation in research oriented composite hardware. NASA will evaluate the Offeror's understanding of potential problems and solutions applicable to

the fabrication of composite hardware and its approach for ensuring technical objectives are met on schedule.

**Subfactor 2 - Management (MGMT)**

1. Recruiting, Retaining, and Motivating Employees –

a. NASA will evaluate the Offeror's approach for staffing the contract including incumbent retention. NASA will evaluate the Offeror's approach for recruiting and retaining highly qualified personnel for specialized skills in each technical area to meet the requirements of the PWS paragraphs 1.0 – 3.0. NASA will evaluate the Offeror's total compensation plan in accordance with NFS 1852.231-71, Determination of Compensation Reasonableness. NASA will evaluate the Offeror's compensation plans for significant subcontractors.

b. NASA will evaluate the Offeror's approach to responding to surging and declining workload requirements to adapt to changing missions, requirements, and funding fluctuations to meet Government requirements without adversely affecting ongoing work.

2. Automated Task Order System – NASA will evaluate the Offeror's approach to meet all the requirements of the PWS paragraph 4.1.

3. Approach to Managing the Contract – NASA will evaluate the Offeror's approach for efficiently and effectively managing the contract requirements (including subcontract management). NASA will evaluate the Offeror's approach for managing task orders, including developing estimates, and implementing and managing the work to ensure technical and schedule requirements are met within cost.

**FACTOR 2 - COST/PRICE**

In accordance with FAR 15.404-1(b), the Government will conduct a price analysis by evaluating the prices proposed in response to this solicitation. Specifically, the evaluations will include, but are not limited to, comparing the prices proposed in response to this solicitation and comparing the proposed prices to the independent Government cost estimate.

Furthermore, in accordance with FAR 15.404-1(d), the Government will conduct cost realism analysis by independently reviewing and evaluating specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the Offeror's technical proposal. The Government will derive a probable cost, which is determined by adjusting each Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analyses performed. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of each Offeror's proposal. The probable cost will be used for the purposes of evaluation to determine the best value.

**FACTOR 3 - PAST PERFORMANCE**

Under the Past Performance factor, NASA will evaluate each Offeror's current/recent record

(including the record of any significant subcontractors, but not the past performance of individuals who are proposed to be involved in the required work), of performing services or delivering products as demonstrated on the individual contracts offered for relevance, that are similar in size, content, and complexity to the requirements of this solicitation. The Government will evaluate the past performance of the prime and each significant subcontractor considering the amount and type of work each firm is proposed to perform. The confidence rating assigned to Past Performance will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and data NASA obtains from other sources. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating.

Each of the confidence ratings below has a "performance" component and a "pertinence" component. The Offeror must meet the requirements of both components to achieve a particular rating. In assessing pertinence, the Government will consider the degree of similarity in size (in dollars per year), content, and complexity of each individual contract to the requirements in this solicitation, as well as the recency and duration of the past performance.

In assessing performance, the Government will make an assessment of the Offeror's overall performance record. The Government will evaluate the Offeror's past performance record for meeting technical, schedule, cost, management, occupational health, safety, security, overall mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the Offeror took immediate and appropriate corrective action, may not reduce the Offeror's confidence rating. On the other hand, confidence ratings will be reduced when problems were within the contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

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

#### **Very High Level of Confidence**

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and 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. (One or more significant strengths exist. No significant weaknesses exist.)

#### **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. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had 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. (One or more significant strengths exist. Strengths outbalance any weakness.)

**Moderate Level of Confidence**

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been 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. (There may be strengths or weaknesses, or both.)

**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. Offeror achieved adequate results; there may have been 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. (One or more weaknesses exist. Weaknesses outbalance strengths.)

**Very Low Level of Confidence**

The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected 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. (One or more deficiencies or significant weaknesses exist.)

**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)].

**M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS**

(a) The weights to be used in the scoring of the Mission Suitability subfactors are presented below:

	Weights
Subfactor 1 - Understanding the Requirement and Technical Approach (URTA)	600
Subfactor 2 - Management (MGMT)	400
TOTAL	1000

(b) The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas.

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- (c) Overall, in the selection of a Contractor for contract award, Mission Suitability, Cost, and Past Performance, will be of approximately equal importance. All evaluation factors other than Cost, when combined, are significantly more important than Cost.

End of Section