

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 6	
2. AMENDMENT/MODIFICATION NO. One (1)		3. EFFECTIVE DATE See Block 16c	4. REQUISITION/PURCHASE REQ. NO. Not Applicable		5. PROJECT NO. (If applicable)	
6. ISSUED BY NASA Ames Research Center Acquisition Branch for Mission Support Moffett Field, CA 94035-1000		CODE JAI	7. ADMINISTERED BY (If other than Item 6) Naomi Castillo-Velasquez, Mail Stop 243-1 Phone: 650-604-3421 Fax: 650-604-3952 Email: Naomi.Castillo-Velasquez@nasa.gov		CODE JAI	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) To All Prospective Offerors			(4) X	9A. AMENDMENT OF SOLICITATION NO. NNA14502291R		
				9B. DATED (SEE ITEM 11) 2/14/15		
				10A. MODIFICATION OF CONTRACT/ORDER NO.		
				10B. DATED (SEE ITE6/24/05M 13)		
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER: Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment No. One (1) to the Final Request for Proposal (RFP) is issued to amend the RFP in response to questions received to date.

(Continued on Page 2)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Naomi Castillo-Velasquez, Contracting Officer	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 3/9/15

14. DESCRIPTION OF AMENDMENT continued

1. Following are the questions and answers that have been posted.

Questions and Answers - Set 1

March 3, 2015

Q.1 Does the government intend to provide Offerors access to Ames Procedural Requirements and documents referenced in the Solicitation, SOW and CDRLs such as the following?

APR 1601.4 Emergency Operations Plan
 APG 8500.1 Environmental Policies and Procedures
 NPR 4100.1 NASA Materials Inventory Management Manual
 NPR 4200.1 NASA Equipment Management Procedural Requirements
 NPR 4300.1 NASA Personal Property Disposal Procedural Requirements
 No Doc # Entry Systems and Technology Division Processes and Procedures
 NPR 7150.2A NASA Software Engineering Requirements
 APR 1700.1 Ames Health and Safety Procedural Requirements
 APR 7120.5 Ames Program and Project Management Requirements
 APR 7120.7 Ames Information Technology and Institutional Infrastructure program and Project Management Requirements
 APR 7123.1 Ames Systems Engineering Processes and Requirements
 APR 7150.2 Ames Software Engineering Requirements
 APR 1700.1 Ames Health and Safety Procedural Requirements
 APR 8715.1 Lead Management Plan
 APR 8800.3 Ames Environmental Procedural Requirements
 NPR 2200.2 Guidelines for Documentation, Approval and Dissemination of NASA Scientific and Technical Information
 NPR 8553.1 NASA Environmental Management System
 NPR 8715.3C NASA General Safety Program Requirements
 NPR 8621.1 NASA Procedural Requirements for Mishap Close Call reporting, Investigating, and Recordkeeping
 NPR 9501.2E NASA Contractor Financial Management Reporting
 NPR 9250.1B Property, Plan, and Equipment and operating Materials and Supplies

A.1 *Yes, all NPDs, NPRs, APRs, and APRs referenced in the Solicitation, SOW and CDRLs can be accessed through the NASA Online Directives Information System website located at:*

http://nodis3.gsfc.nasa.gov/main_lib.html

*NPD = NASA Policy Directive
 NPR = NASA Procedural Requirements
 APD = Ames Policy Directive
 APR = Ames Procedural Requirements*

Q.2 The scoring table on page M-9 includes Safety and Health Plan in the list under Management Approach. The Safety and Health Plan does not appear in the tables on pages M-4, L-3, L-5, or L-6. What is the Government's intention regarding the Safety and Health Plan?

A.2 *The RFP will be amended to delete reference to the Safety and Health Plan from the scoring table on page M-9.*

The awardee is required to submit a Safety and Health Plan within 10 days after award of the contract (See Attachment J.1(a)2, Contract Data Requirements List (CDRL) Report No. 7).

- Q.3 Does the Government intend to re-issue section K or are Offerors allowed to change the Section K header when submitting the Model contract?
- A.3 The Government will amend the RFP to reflect the correct header for Section K - Representations, Certifications and other Statements of Offerors.*
- Q.4 As part of the PWS requirements related to the CREATE-AV (Helios) program, does the Government provide that software and access to it or is it facilitated and provided by the Contractor through a relationship with the HPCMP?
- A.4 The Government will provide the CREATE-AV software and access to it. Attachment J.1 (a) 4, Government-Furnished Computer Software, will be amended to include CREATE-AV software.*
- Q.5 Is structural dynamic analysis required in Sample Task B? The requirement calls for a list of modules to be incorporated. The list includes GUI, CAD package, GRID generator, CFD codes, visualization and optimization software and does not include integration of structural analysis software. However, the task deliverables list includes a task requirements to “integrate aerodynamic/ structural optimizers to enhance the aircraft design”. Does aerodynamic/ structural mean aerodynamic and structural analysis optimization or just aerodynamic shape optimization?
- A.5 The RFP, Sample Task B will be amended to replace: “integrate aerodynamic/structural optimizers to enhance the aircraft design” with: “Integrate aerodynamic optimizers to enhance the aircraft design”.*
- Q.6 Can the Government elaborate on what is meant by “interrelationships” in Technical Understanding evaluation subfactor on page M-6
- A.6 The Offeror is required to discuss the interrelationships of the technical requirements listed in Section 4.2 of the SOW.*
- Q.7 Section L, paragraph A.5 requests that the Offeror describe their Phase-in approach. CDRL Item 26 requests a full Phase-in Plan be submitted with the proposal.
- What is the government’s intention regarding the Phase-in description in the Management section and the Phase-in Plan in the CDRLs? Should the Phase-In Plan be included in the Management Section or just a description of the plan? Where should the Phase-In Plan be inserted into the proposal?
- If the full Phase-in Plan is requested as part of the proposal, would the government consider excluding the Phase-in Plan as part of the page count?
- A.7 The Offeror’s response to Section L will be incorporated into the contract; therefore, the CDRL requirement will be addressed.*

Questions and Answers - Set 2

March 5, 2015

- Q.1 Reference Section L.7(b). The instructions allow Arial 10 point font for diagrams, graphics, charts, and photographs. Would the Government consider allowing Arial 10 point for tables as well?
- A.1 The RFP will be amended to include tables in a size no smaller than 10 Arial point.*

Q.2 Reference Volume I, Phase-in Plan and Volume III, Cost Proposal. Would the Government provide a notional start date for the contract to allow all Offerors to construct their cost models and Phase-in plans using the same timeline?

A.2 Offerors must submit a Phase-In Plan in accordance with RFP Sections:

*B.1, Supplies and/or Services to be provided, paragraph (a);
 F.2, Period of Performance, paragraph (a);
 L.6, Proposal Preparation--General Instructions, paragraph (1);
 L.7, Proposal Page Limitations, paragraph (a);
 L.8, Proposal Preparation--Specific Instructions, paragraph (a) A.5; and
 L.8, Proposal Preparation--Specific Instructions, paragraph (c) 3. Exhibit 17.*

A contract award date of July 17, 2015, is currently anticipated; however, this date could change. Updates to the anticipated award date will be posted on the Procurement Acquisition Planning Tool (APT) located at: https://ec.msfc.nasa.gov/doing_business/index.php?apt

Q.3 Reference Attachment J.1(b)1, Estimated Staffing Matrix. Would the Government consider providing Offerors with an incumbent workforce composite average direct hourly labor rate? For contracts like AEMMS, it is typically in the best interest of the customer organization for the successful offeror to hire a critical mass of the incumbent workforce, due to the highly specialized nature of the scope of work and the unique skills/knowledge base the incumbent workforce brings to bear. In order to maintain a critical mass of incumbent employees in a highly competitive job market like the Silicon Valley area, it is imperative that the winning contractor offers compensation (base salary and benefits) to incumbent employees that is commensurate with their current compensation. If the winning contractor does not offer commensurate compensation to incumbent employees, it is highly likely that a significant number of the members of the incumbent workforce will obtain employment elsewhere at their first opportunity, most likely those who are the most talented and critical to AEMMS day-to-day operations.

A.3 An incumbent workforce composite average direct hourly labor rate will not be provided for this acquisition.

(End of Questions and Answers - Set 2)

2. This solicitation shall be amended as follows:

- A. Section F, DELIVERIES OR PERFORMANCE, header, delete "Section G" and replace with "Section F".
- B. Section K, REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS, header, delete "Section L" and replace with "Section K".
- C. Section L.8, PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS, paragraph (a), B.2., Sample Task B, Task Requirement and Deliverable, delete "Integrate aerodynamic/structural optimizers to enhance the aircraft design" and replace with "Integrate aerodynamic optimizers to enhance the aircraft design".
- D. Section M.3, WEIGHTING AND SCORING, paragraph (d), delete "Safety and Health Plan" from the scoring table.
- E. Section J, LIST OF ATTACHMENTS, paragraph (a), Attachment No. 1, Statement of Work, Section 4.1.6, Health, Safety and Environmental, page 5 of 16 shall be amended as follows:

Delete:

“Comply with the health and safety requirements contained in APG 1700-1, the system safety and mission assurance requirements in NPG 7120.5, NASA Program and Project Management Processes and Requirements, environmental policies and procedures contained in APG 8500.1, and Entry Systems and Technology Division processes and procedures.”

Replace with:

“Comply with the health and safety requirements contained in APR 8715.1, Ames Health and Safety Manual; NPR 8715.3, NASA General Safety Program Requirements, the system safety and mission assurance requirements in NPR 7120.5, NASA Space Flight Program and Project Management Requirements; and environmental policies and procedures contained in NPD 8500.1, NASA Environmental Management.”

Also comply with software engineering requirements in accordance with:

- NPR 7150.2, NASA Software Engineering Requirements
- APR 7150.2, Ames Software Engineering Requirements

F. Section J, LIST OF ATTACHMENTS, paragraph (a), Attachment No. 2, Contract Data Requirements List (CDRL), shall be amended as follows:

1) The acronyms list shall be amended as follows:

Delete:

“APD	Ames Policy Directive	APR	Ames Policy Requirement	CO	Contracting Officer
COR	Contracting Officer’s Representative	FAR	Federal Acquisition Regulation	IPO	Industrial Property Officer
NFS	NASA FAR Supplement	NPD	NASA Policy Directive”		

Replace with:

APR	Ames Policy Requirement	CO	Contracting Officer	COR	Contracting Officer’s Rep.
FAR	Federal Acquisition Regulation	IPO	Industrial Property Officer	NFS	NASA FAR Supplement
NPR	NASA Procedural Requirements				

2) Header, pages 2 through 17, delete “ARC DATA REQUIREMENTS LIST (DRL)” and replace with “CONTRACT DATA REQUIREMENTS LIST (CDRL)”

3) Item No. 03, Block 3, Final Report, NPR2200.2, delete: “Guidelines for ...” and replace with “Requirements for ...”

4) Item No. 04, Initial Financial Management Report (NF 533Q), Block 5, Additional Information / Instructions, NPR 9501.2, delete “NASA Contractor Financial Management Reporting System” and replace with “NASA Contractor Financial Management Reporting”

5) Item No. 05, Quarterly Financial Management Report (NF 533Q), Block 3, Description, delete “NASA Policy Guidance (NPG)” and replace with “NASA Procedural Requirements (NPR)”.

6) Item No. 05, Quarterly Financial Management Report (NF 533Q), Block 5, Additional Information / Instructions, NPR 9501.2, delete “NASA Contractor Financial Management Reporting System” and replace with “NASA Contractor Financial Management Reporting”.

7) Item No. 06, Monthly Financial Management Report (NF 533M), Block 3, Description, delete “(NPG)” and replace with “(NPR)”.

- 8) Item No. 06, Monthly Financial Management Report (NF 533M), Block 5, Additional Information / Instructions, NPR 9501.2, delete “NASA Contractor Financial Management Reporting System” and replace with “NASA Contractor Financial Management Reporting”
- 9) Item No. 09, Contractor Monthly Accident Report (CMAR), Block 5, Additional Information / Instructions, NPR 8715.3, delete “NASA Safety Manual” and replace with “NASA General Safety Program Requirements”
- 10) Item No. 10, Environmental Management System (EMS), Block 5, Additional Information / Instructions, delete “APR 8800.3, Ames Environmental Procedural Requirements”.
- 11) Item No. 22, NASA Position Designation Record, NASA Form (NF) 1722, Block 3, Description, delete the word “Requirement” and replace with the word “Requirements”.

G. Section J, LIST OF ATTACHMENTS, paragraph (a), Attachment No. 4, Government-Furnished Computer Software (GFCS), shall be amended to include CREATE-AV software.

H. As a result of the above, the following change pages are provided. You are instructed to omit and replace as follows:

OMIT Page(s)	REPLACE WITH ATTACHED PAGE(S)
<u>RFP</u>	<u>RFP</u>
F-1 and F-2	F-1 and F-2
K-1 and K-8	K-1 and K-8
L-11	L-11
M-9	M-9
<u>SOW</u>	<u>SOW</u>
4 – 8	4 – 8
<u>CDRL</u>	<u>CDRL</u>
1–16	1–16

(End of Amendment No. 1)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

The performance period for this contract is set forth below. Each individual task order will include its own period of performance.

(a) BASE PERIOD (30 day Phase-In Period and Base Requirement)

The performance period of the Base Period shall be for twenty-four (24) months from the effective date of the contract. The 30 day Phase-in Period is included in the Base Period.

(b) OPTION PERIOD ONE

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

(c) OPTION PERIOD TWO

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

(d) OPTION PERIOD THREE

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

(END OF CLAUSE)

F.3 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center
Attn: Francisco Torres, Mail Stop 258-1
Contract "TBD"
Moffett Field, CA 94035-0001

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

(END OF CLAUSE)

F.4 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a) Attachment 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.5 PLACE OF PERFORMANCE - SERVICES

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

(END OF CLAUSE)

F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

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

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference, in Section L.4 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.225-25	DEC 2012	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN—REPRESENTATION AND CERTIFICATION
52.230-1	MAY 2012	COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by Reference		(END OF PROVISION)

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

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.
- (2) The small business size standard is 1,500 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

- (i) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (ii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.
- (iii) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
- (iv) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

(v) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(END OF PROVISION)

K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (APR 2010)

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

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

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

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

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

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

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

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

(END OF PROVISION)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(END OF PROVISION)

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

K.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has, has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

K.7 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR 52.225-20) (AUG 2009)

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

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

“Marginalized populations of Sudan” means—

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

Marginalized areas in Northern Sudan described in section 4(9) of such Act. “Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of Southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

**K.8 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE
(FAR 52.227-15) (DEC 2007)**

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

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [**Offeror check appropriate block**]:

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

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

(END OF PROVISION)

**K.9 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7)
(APR 2005)**

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

- Yes No

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

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

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

(END OF PROVISION)

[END OF SECTION]

Sample Task B**Background:**

NASA Ames is working on developing an integrated tool environment to facilitate the design of an advanced aircraft. For purposes of this task, assume the project will have a civil servant Project Manager. All other project support is to be provided by the Contractor. The task involves designing a multi-disciplinary analysis and optimization (MDAO) tool to aid in the design of the aircraft. The technical requirements call for the integration of various modules that will be used in the design process. A graphical user interface (GUI) will be developed for engineer-in-the-loop access to the modules. The following modules are to be incorporated:

- Graphical User Interface
- CAD software package
- GRID generation package
- CFD software codes
- Visualization software
- Optimization software

The MDAO tool environment will have the following constraints and assumptions:

- The MDAO tool will be built and tested in-house at NASA ARC
- Commercial software/hardware may be purchased as required

Statement of Work:

Given the technical requirements and budget it is requested that the Offeror outline additional assumptions, technology constraints, technical and programmatic risks and their mitigations, feasibility studies, and the staffing required in order to access feasibility of the MDAO tool.

The period of performance is for 12 months.

Task Requirements and Deliverables:

- A GUI that will aid the user in the design process by facilitating the use of the various modules. The appropriate scripting languages will be used for the look-and-feel of the GUI as well as for interfacing between the modules
- Incorporate a CAD module which will be accessed to generate a CAD geometry file for a given aircraft
- Integrate a GRID package which will generate appropriate surface and volume grids
- Integrate one or more CFD codes to obtain an aerodynamic analysis of the aircraft configuration
- ***Integrate aerodynamic optimizers to enhance the aircraft design***
- Integrate a visualization package to inspect the design
- Develop a database capability to store the various run case scenarios
- Deliver a report in 6 months and the final MDAO tool in 12 months

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the Contractor best able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established herein. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost will be evaluated for realism and a probable cost adjustment will be made, if appropriate. Cost will also be evaluated for its impact on Mission Suitability. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Of the evaluation factors identified above, Mission Suitability is moderately more important than Past Performance, and Past Performance is moderately more important than Cost. Mission Suitability and Past Performance when combined are significantly more important than Cost.

Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an Offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITABILITY	
Subfactors	Assigned Weight
A. <u>Management Approach</u> Organizational Structure/Partnering Approach/Management Staffing, Recruitment, Retention and Training Total Compensation Plan (TCP) Key Personnel Phase-In Plan Organizational Conflicts of Interest (OCI) Avoidance Plan	550
B. <u>Technical Approach</u> Technical Understanding Sample Tasks	450
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]

4.0 REQUIREMENTS

4.1 CONTRACT MANAGEMENT

Effective contract management is essential to the successful execution of this contract. Overall contract management is a primary responsibility of the Contractor and will extend over the entire performance period of the contract. The Contractor shall provide:

4.1.1 Resource Tracking

Provide management and administrative functions necessary to manage and to track the labor hours, materials, and associated costs to perform contract management, and IDIQ task orders under this contract. This contract will require the simultaneous performance of multiple, interrelated tasks.

4.1.2 Contract Compliance

Provide a management and administrative structure that provides a single point of contact for interface to the Contracting Officer (CO) and the Contracting Officer's Representative (COR). Provide procedures and management supervision to ensure compliance with applicable Government policies, regulations, and contractual requirements for all work performed under this contract.

4.1.3 Workforce Management and Allocation

Provide overall management and oversight of all resources, facilitating the sharing of expertise as required across contract task orders. Plan, manage, control, and coordinate contract management requirements and technical task orders as issued by the Contracting Officer; manage the resources allocated by NASA for specific elements in a manner to ensure goals are reached in accordance with agreed upon milestones; and ensure that personnel assigned to elements have the training and expertise required for that element. The Contractor shall identify conflicting and/or complementary needs among task orders, and provide proposed approaches to leveraging resources, within ten working days of receipt of a task order, to ensure that conflicts are resolved and that needs are met.

4.1.4 Workforce Training

Ensure that all contract employees attend relevant training provided by the Government, prior to the due dates, as required for all on-site employees.

4.1.5 Risk Management

Ensure that the Government has adequate insight into the risks associated with the Contractor's ability to accomplish tasks. Include identification and mitigation of any risks with task order responses.

4.1.6 Health, Safety and Environmental

Comply with the health and safety requirements contained in APR 8715.1, **Ames Health and Safety Manual**; NPR 8715.3, **NASA General Safety Program Requirements**, the system safety and mission assurance requirements in NPR 7120.5, **NASA Space Flight Program and Project Management Requirements**; and environmental policies and procedures contained in NPD 8500.1, **NASA Environmental Management**.

Also comply with software engineering requirements in accordance with:

NPR 7150.2, NASA Software Engineering Requirements

APR 7150.2, Ames Software Engineering Requirements

4.1.7 Compliance Management

Participate with the Government to upgrade and maintain required plans, procedures, and work instructions in order to maintain the organization's compliance with any third-party quality system and shall participate in any audits to maintain the quality system certification. Where the Contractor has primary responsibility for a functional or business area, the Contractor shall have primary responsibility for maintaining compliant documentation associated with that area.

4.1.8 Government Property Management

Provide property management to ensure accountability for installation-provided equipment and facilities and be responsible for annual inventory surveys and accountability verification forms.

4.1.9 Travel Management

Contractor personnel may be required to travel for short periods of time to attend meetings, to participate in industry site visits, or to attend technical conferences. The Contractor shall budget for these expenses as well as anticipated publication expenses in the submission of the response to a task order or modification to a task order. The contractor shall coordinate contract employees' travel to conferences, field sites, universities, and other agencies in the performance of research, integration of products, technology development and infusion, and other important demonstration of results. All foreign travel by Contractors supporting NASA requirements must be completed following the policies and procedures of the Ames International Services Office and NFS 1852.242-71.

4.1.10 Resource Acquisition

Acquire resources (equipment, supplies) as needed, not otherwise provided by the Government, to support the successful completion of all work. The Contractor may purchase, with COR approval, and in accordance with the Subcontracts clause at FAR 52.244-2, any materials (consumables and non-consumables) necessary for the fulfillment of their task requirements.

4.1.11 Staffing Level Management

Be prepared to adjust the staffing level to accommodate the actual workload, i.e., hire and/or lay off staff as required within a reasonable time frame.

4.1.12 Employee Background Checks and Clearances

Ensure that all foreign national visitors and all employees have completed the required background checks, approvals, and clearance requirements for access to the NASA Ames Research Center.

4.2 TECHNICAL REQUIREMENTS

The Contractor shall be responsible for the successful performance of specific technical tasks. Aside from contract management, all other specific technical, scientific, and engineering requirements are categorized as Indefinite Delivery/Indefinite Quantity (IDIQ), as defined in individual CTOs. IDIQ assignments involve administrative, scientific, and engineering tasks designed to achieve a specific technical objective. These assignments and their associated schedules, milestones, and deliverables, are defined in individual CTOs. Specific objectives will be defined for each CTO according to the current and future needs of programs and projects being undertaken by the Requesting Organizations. The Contractor may be tasked to accomplish either an entire project from conception to operation, or a specific part of a project such as design or testing. Since these tasks are internally funded by the requesting organization, contractor expense accountability must be accomplished on an individual task basis. The Contractor shall adhere to the performance measurements detailed in each CTO. The following detailed requirements are included under the scope of the IDIQ technical, scientific, and engineering elements.

4.2.1 Systems Analysis Office

Research and Development in the Systems Analysis Office focuses on the development, test, application and evolution of computational modeling and simulation tools and technologies for system and vehicle conceptual analysis and design. In support of the aeronautics and space exploration missions, the branch develops tools and integrated processes to enable new analysis methods in support of technology portfolio, vehicle, and mission analysis. Technologies and tools using high end computing for mission simulation and vehicle design are developed for, and applied to, advanced aerospace vehicle and system concepts.

The office performs computational aerodynamics and aero-acoustics modeling, simulation and analyses of advanced transport aircraft systems in support of wind tunnel test planning and post-test analysis and develops computational models of advanced aircraft types for integration with airspace systems analysis models. In the realm of space flight vehicles, the Office performs entry vehicle research and analysis including aerodynamic and aerothermodynamic analysis of earth re-entry vehicles, decelerator concepts and planetary entry vehicles, and supports the design of thermal protection systems. The office develops and applies integrated multi-disciplinary analysis and optimization tools and processes for aerospace vehicle design and analysis, and participates in the research into and design of revolutionary aerospace including "green" aircraft technology development and Lighter than Air (LTA) vehicle and mission design and analysis.

The Contractor shall be responsible for conducting research and performing applied analysis in the following areas:

4.2.1.1 Integrated Analysis Environments

a) Identify requirements for new tools, tool integration, tool modification, and/or tool validation to enable the activities listed in (b).

b) Support in the development, test, and integration of new tools to improve design and analysis of atmospheric flight, launch, and entry vehicles concentrating on the disciplines of aerodynamics, aerothermodynamics, structures and fluid/structures interaction, trajectory, weights and sizing, and TPS sizing.

c) Define and develop integration methods for multi-fidelity processes, including software integration within existing frameworks (e.g., Model Center, OpenMDAO), and data integration methods.

d) Develop and demonstrate methods to integrate engineering level tool processes and frameworks with NAS supercomputers and other cluster environments to enable the integration of high fidelity and parallelized codes within the analysis framework.

e) Develop and validate analysis process management capabilities to enable the selection of appropriate tools and input conditions, given a database of benchmarked tool results across a range of configurations and flight conditions.

f) Develop risk models and risk analysis tools for launch vehicles, exploration vehicles and subsystems, planetary entry vehicles and subsystems (e.g., TPS), and exploration architectures.

g) Provide specialized computer system administration and software support necessary for the development of the integrated analysis frameworks required for vehicle and systems analysis being performed under this contract. Other computer hardware, and software, that are deemed necessary for the direct fulfillment of the task orders, will be provided and administered by the Government.

h) Provide technical assistance for development of reports, and presentations documenting work accomplished. Support in the management of publications, and other documents.

4.2.1.2 Aerospace Vehicle and System Design and Analysis

a) Perform vehicle and systems analysis for aeronautics vehicles and systems including the integration of their flight characteristics with the airspace architecture.

b) Develop revolutionary concepts for aeronautics in pursuit of NASA goals and objectives for the aeronautics mission. Perform trade studies, and cost and benefits analysis of these concepts. Identify critical revolutionary technologies that will be required to develop these concepts.

c) Perform vehicle and systems analysis for launch, entry, and descent of exploration and space science missions.

d) Develop and validate new engineering and CFD capabilities as required to support the multi-disciplinary, multi-fidelity design and analysis of space, atmospheric flight, and planetary entry vehicles and systems.

e) Develop aerodynamic databases for aeronautics and space flight vehicles. Document best practices for application and set up of CFD codes for different configurations and flight conditions.

f) Develop and apply modeling and analysis capabilities for aerodynamic, aero-acoustic, structural, controls and fuel burn characterization of advanced aeronautics vehicles.

4.2.2 NAS Division Requirements

4.2.2.1 General

The NAS Division develops CFD/IT/Physical modeling and Computational Chemistry technologies to support the Human Exploration, Aeronautics, Space Operations and Science Missions. Emphasis is on tool development and analysis of mission enabling technologies and engineering applications on NAS High End Computing (HEC) systems. Applications are varied and evolving with the new NASA Exploration and Science missions. Flow regimes range from incompressible through hypersonic velocities. There is a constant need to develop new computational tools and risk assessment methodologies to improve the modeling and analysis capabilities in support of these missions.

A portion of this work involves the development, validation, and application of CFD and engineering risk tools involving the Space Launch Vehicle (SLV), Commercial Crew Program and collaboration with Commercial Crew Program partners. Fundamental research in support of these programs/missions as well as those in the Aerodynamic Research Mission Directorate is also pursued.

Areas of current and future activity include, but are not limited to:

- Computational Fluid Dynamic (CFD) algorithm and tool development
- Space Vehicle Launch and Ascent Analysis
- Space Shuttle Analysis
- Development and application of analysis tools in support of advanced rotorcraft design
- Development of automated CFD parameter-study tools
- Planetary and Earth Science CFD modeling
- Modeling and Simulation of green technology applications
- Computational chemistry modeling
- Engineering Risk Assessment

4.2.2.2 Adjoint-Based Shape Optimization Frameworks for Cart3D

Employ the Cart3D adjoint module for use in shape optimization with Cart3D. Work focuses on using error information from the solution of the discrete adjoint to guide mesh adaptation within the design cycle. This work includes investigation into the control of discretization error in gradient-based aerodynamic shape optimization through use of adaptive mesh refinement with the goal of dynamic mesh adaptation as design progresses. This effort should focus on examples relevant to ARMD Fundamental Aeronautics High Speed and Fixed Wing subprojects. Theoretical development should focus on formulation of a functional appropriate for automatic error control in design and on implementation of a basic strategy for progressive optimization, where the depth of mesh refinement is systematically increased as the design improves. All theoretical development should be accompanied by clear and extensive documentation of the method and its implementation.

CONTRACT DATA REQUIREMENTS LIST (CDRL)

February 13, 2015, (Rev 1)

For purposes of this document, "time" is defined as follows: Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified. It includes Saturdays, Sundays, and legal federal holidays. If, however, the last day falls on a Saturday, Sunday, or legal federal holiday, then the period shall include the next business day.

Unless otherwise specified below, reports may be submitted electronically to each of the identified recipients. Hardcopy reports shall be addressed as follows:

Recipient
 NASA Ames Research Center
 Attn: Code _____, M/S _____
 Moffett Field, CA 94035-0001

Acronyms:

APR <i>Ames Policy Requirement</i>	CO <i>Contracting Officer</i>	COR <i>Contracting Officer's Rep.</i>
FAR <i>Federal Acquisition Regulation</i>	IPO <i>Industrial Property Officer</i>	NFS <i>NASA FAR Supplement</i>
NPR <i>NASA Procedural Requirements</i>		

Report No.	Report Title	Page No.
01	Monthly Progress Reports	2
02	Quarterly Progress Reports	3
03	Final Report	4
04	Initial Financial Management Report (NF 533Q)	5
05	Quarterly Financial Management Report (NF 533Q)	5
06	Monthly Financial Management Report (NF 533M)	6
07	Safety and Health Plan	7
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17	Centrally Reportable Equipment (DD Form 1419)	12
18	IT Security Plan	12
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20	Organizational Conflicts of Interest Avoidance Plan	13
21	Non-Disclosure Agreements	14
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CONTRACT DATA REQUIREMENTS LIST (CDRL)

February 13, 2015, (Rev 1)

1. ITEM NO. 01	2. TITLE Monthly Progress Report	3. DESCRIPTION The Contractor shall provide monthly progress reports that address the contract management, technical management, and technical performance in accordance with NFS 1852.235-74, "Additional Reports of Work - Research and Development". At a minimum, the report shall contain: 1. The activities for the specific task, describing the progress to date 2. A statement of any current and/or potential problem areas and proposed corrective action 3. A discussion of work to be performed during the next report period 4. Any other issues relevant to performance of the task, including potential subject invention/technology, security and safety issues. 5. Number of hours by position for task work.	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Alt COR, TBD New Technology Representative Gail.V.Woll@nasa.gov Task Requestor Listed on Task Order	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 TBD Code BT, M/S 202A-3 (See Task Order)	d. FREQUENCY / DELIVERY DATE Monthly, due NLT the 15th calendar day of the month following the month to be reported.	
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
The Contractor shall include a completed Report Documentation Page (SF 298) as the final page of each technical report submitted. In addition, a reproducible copy and a printed or reproduced copy of the reports shall be sent to: NASA Center for AeroSpace Information (CASI), Attn: Accessioning Department, 7121 Standard Dr., Hanover, MD 21076-1320 Reference: NFS 1852.235-70, <i>Center for AeroSpace Information</i> NFS 1852.235-74, <i>Additional Reports of Work—Research and Development</i> NPR 2200.2, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information			

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 02	2. TITLE Quarterly Progress Report	3. DESCRIPTION The Contractor shall provide the Government with a quarterly contract management, technical management, and technical performance summary in accordance with clause entitled "Additional Reports of Work - Research and Development" (NFS 1852.235-74). At a minimum, the report shall include a summary of the following for all work accomplished during the preceding three-month period of contract performance: <ol style="list-style-type: none"> 1. The activities for each task, describing the progress to date. 2. A statement of any current and/or potential problem areas and proposed corrective action. 3. A discussion of work to be performed during the next report period. 4. A statement (including progress in terms of percentages) of progress on subcontracting goals. 5. A discussion on the current status against the subcontracting limit, including any potential problems. 6. Status of current export control training and any non-compliance with export control laws and/or regulations. 7. Discussion of any significant intellectual property management issues, including any training provided to staff. 8. The number of performing personnel must be provided at the task level. 	
4. DISTRIBUTION a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Alt. COR, TBD New Technology Representative Ames Industrial Property Officer IPO Maria-Elena.Lopez-1@nasa.gov		c. SHIPPING ADDRESS TBD AA, M/S 258-1 TBD Code BT, M/S 202A-3 Code JSL, M/S 255-2	d. FREQUENCY / DELIVERY DATE Quarterly / To be delivered no later than the 10 th calendar day after each full quarter of service.
5. ADDITIONAL INFORMATION / INSTRUCTIONS			

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 03	2. TITLE Final Report	3. DESCRIPTION															
<p>The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.</p> <p>The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Requirements for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at http://www.sti.nasa.gov under "Publish STI – Electronic File Formats." The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.</p>																	
4. DISTRIBUTION																	
<p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">b. RECIPIENT</th> <th style="width: 30%;">c. SHIPPING ADDRESS</th> <th style="width: 35%;">d. FREQUENCY / DELIVERY DATE</th> </tr> </thead> <tbody> <tr> <td>CO, TBD</td> <td>TBD</td> <td rowspan="5" style="text-align: center; vertical-align: middle;">The final report shall be submitted no later than the final day of the contract performance period.</td> </tr> <tr> <td>COR, Francisco.J.Torres@nasa.gov</td> <td>Code AA, M/S 258-1</td> </tr> <tr> <td>Alt COR, TBD</td> <td>TBD</td> </tr> <tr> <td>New Technology Representative Gail.V.Woll@nasa.gov</td> <td>Code BT, M/S 202A-3</td> </tr> <tr> <td>Ames Industrial Property Officer IPO Maria-Elena.Lopez-1@nasa.gov</td> <td>Code JSL, M/S 255-2</td> </tr> </tbody> </table>				b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	CO, TBD	TBD	The final report shall be submitted no later than the final day of the contract performance period.	COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1	Alt COR, TBD	TBD	New Technology Representative Gail.V.Woll@nasa.gov	Code BT, M/S 202A-3	Ames Industrial Property Officer IPO Maria-Elena.Lopez-1@nasa.gov	Code JSL, M/S 255-2
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Ames Industrial Property Officer IPO Maria-Elena.Lopez-1@nasa.gov	Code JSL, M/S 255-2																
5. ADDITIONAL INFORMATION / INSTRUCTIONS																	
<p>In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/ Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at http://www.sti.nasa.gov under the "Get Help" link.</p> <p>Reference:</p> <p>NFS 1852.235-70, <i>Center for AeroSpace Information</i> NFS 1852.235-73, <i>Final Scientific and Technical Reports</i></p>																	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 04	2. TITLE Initial Financial Management Report (NF 533Q)															
3. DESCRIPTION																
<p>Submission 10 working days after effective date of contract. An initial financial management report shall be submitted by the Contractor and each major subcontractor on NASA Form 533Q (or computer-generated version) in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2E, <i>NASA Contractor Financial Management Reporting</i>, accessible from http://nodis3.gsfc.nasa.gov/ and as set forth below.</p> <p>Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the base period.</p>																
4. DISTRIBUTION																
<p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;">b. RECIPIENT</th> <th style="width: 35%;">c. SHIPPING ADDRESS</th> <th style="width: 30%;">d. FREQUENCY / DELIVERY DATE</th> </tr> </thead> <tbody> <tr> <td>CO, TBD</td> <td>TBD</td> <td rowspan="4" style="text-align: center; vertical-align: top;">Due 30 days after effective date of contract.</td> </tr> <tr> <td>COR, Francisco.J.Torres@nasa.gov</td> <td>Code AA, M/S 258-1</td> </tr> <tr> <td>Resource Management Specialist</td> <td>Code —, M/S —</td> </tr> <tr> <td>Financial Mgt. Div., Code CF MS 203-18</td> <td>Perla.A.Blancett@nasa.gov</td> </tr> <tr> <td>Resources Mgt. Office (RMO), Code CR</td> <td>Nguyen.Trang-1@nasa.gov</td> <td></td> </tr> </tbody> </table>		b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	CO, TBD	TBD	Due 30 days after effective date of contract.	COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1	Resource Management Specialist	Code —, M/S —	Financial Mgt. Div., Code CF MS 203-18	Perla.A.Blancett@nasa.gov	Resources Mgt. Office (RMO), Code CR	Nguyen.Trang-1@nasa.gov	
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CO, TBD	TBD	Due 30 days after effective date of contract.														
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1															
Resource Management Specialist	Code —, M/S —															
Financial Mgt. Div., Code CF MS 203-18	Perla.A.Blancett@nasa.gov															
Resources Mgt. Office (RMO), Code CR	Nguyen.Trang-1@nasa.gov															
5. ADDITIONAL INFORMATION / INSTRUCTIONS																
<p>Reference:</p> <p>NFS 1852.242-73, <i>NASA Contractor Financial Management Reporting</i> NPR 9250.1B, <i>Property, Plant, and Equipment and Operating Materials and Supplies</i> NPR 9501.2, <i>NASA Contractor Financial Management Reporting</i></p>																
1. ITEM NO. 05	2. TITLE Quarterly Financial Management Report (NF 533Q)															
3. DESCRIPTION																
<p>The Contractor shall submit the NF 533Q not later than the 15th day of the month preceding the quarter (based on the Government Fiscal Year) being projected in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2E, <i>NASA Contractor Financial Management Reporting</i>, accessible from http://nodis3.gsfc.nasa.gov/ and as set forth below.</p> <p>Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the reporting period, the cumulative periods, the Government Fiscal Year cumulative, and the estimated costs to completion and at the contract level and division, branch, project, or category (e.g. maintenance, operations, facility) level. Formats will be agreed upon between the Contractor, COTR, and Contracting Officer.</p> <p>Variances exceeding \pm 5 percent between planned dollars and actual dollars for each reporting category (at the total contract level only) shall be explained.</p>																

CONTRACT DATA REQUIREMENTS LIST (CDRL)

4. DISTRIBUTION

a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.

b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Resource Management Specialist Financial Reporting Branch Resources Management Division	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 Code —, M/S — Code CF, M/S 203-18 Code CR, M/S 204-17	d. FREQUENCY / DELIVERY DATE Due not later than the 15th day of the month preceding the quarter being reported in columns 8a, 8b, and 8c (e.g., the report for the quarter beginning July is due not later than June 15).
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5. ADDITIONAL INFORMATION / INSTRUCTIONS

Reference:

NFS 1852.242-73, *NASA Contractor Financial Management Reporting*
 NPR 9250.1B, *Property, Plant, and Equipment and Operating Materials and Supplies*
 NPR 9501.2, ***NASA Contractor Financial Management Reporting***

1. ITEM NO. 06	2. TITLE Monthly Financial Management Report (NF 533M)
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3. DESCRIPTION

The Contractor shall deliver the NF 533M report no later than the 10th working day after end of accounting month being reported. And in accordance with the instructions on the reverse side of the forms and the NASA Procedural Requirements (NPR) 9501.2E, *NASA Contractor Financial Management Reporting*, accessible from <http://nodis3.gsfc.nasa.gov> and as set forth below.

Reporting categories shall be elements of cost including direct labor hours (excluding subcontract); direct labor hours (major subcontractors); direct labor costs (separated by prime and major subcontractor); overhead; other direct costs (ODCs), G&A; total costs; incentive fee and award fee; total cost plus fee. Overtime is to be reported separately for each of the above categories. ODCs include travel, material purchases, and subcontracts (other than major subcontractors). All of the above data is to be submitted for the reporting period, the cumulative periods, the Government Fiscal Year cumulative, and the estimated costs to completion and at the contract level and division, branch, project, or category (e.g. maintenance, operations, facility) level. Formats will be agreed upon between the Contractor, COTR, and Contracting Officer.

Variances exceeding ± 5 percent between planned dollars and actual dollars for each reporting category (at the total contract level only) shall be explained.

4. DISTRIBUTION

a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.

b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Resource Management Specialist Financial Reporting Branch Resources Management Division	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 Code —, M/S — Code CF, M/S 203-18 Code CR, M/S 204-17	d. FREQUENCY / DELIVERY DATE Due not later than 10 working days following the close of the contractor's monthly accounting period.
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5. ADDITIONAL INFORMATION / INSTRUCTIONS

Reference:

NFS 1852.242-73, *NASA Contractor Financial Management Reporting*
 NPR 9250.1B, *Property, Plant, and Equipment and Operating Materials and Supplies*
 NPR 9501.2, ***NASA Contractor Financial Management Reporting***

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 07	2. TITLE Safety and Health Plan	3. DESCRIPTION The Contractor shall prepare and submit, for NASA approval, a Safety and Health Plan addressing issues pertinent to safe operation in all areas of responsibility under the contract for review by the Ames Occupational Safety, Health and Medical Services Division. The plan shall include health and environmental compliance regulations applicable to this contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3C, <i>NASA General Safety Program Requirements</i> and APR 8715.1, Chapter 35, Lead Management Plan.	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD* COR, Francisco.J.Torres@nasa.gov		c. SHIPPING ADDRESS TBD Code AA, M/S 25	d. FREQUENCY / DELIVERY DATE A plan is due within 10 days after award.
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference: FAR 52.536-13, Accident Prevention (ALT I) NFS 1852.223-70, <i>Safety and Health</i> *The CO will forward a copy to the Occupational Safety, Health and Medical Services Division for review.			
1. ITEM NO. 08	2. TITLE Incident / Mishap Report	3. DESCRIPTION The contractor shall file and submit the required report electronically via the NASA Incident Reporting Information (IRIS) system. IRIS shall be used to report a mishap, close call, hazard, or employee safety concern. It is also used to report an injury, sudden illness, or exposure. (Formerly reported via NASA Form 1627.) (See http://q.arc.nasa.gov/IncidentReporting.html .)	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Occupational Safety, Health and Medical Services Division		c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 Code QH, M/S 237-14	d. FREQUENCY / DELIVERY DATE Due within one working day after the occurrence of any mishap.
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference: NPR 8621.1, <i>NASA Procedural Requirements for Mishap and Close Call Reporting, Investigating, and Recordkeeping</i> APR 1700.1, <i>Ames Health and Safety Manual Procedural Requirements</i>			

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 09	2. TITLE Contractor Monthly Accident Report (CMAR)		
3. DESCRIPTION			
The contractor shall file and submit the required report electronically via the Contractor Monthly Accident Reporting (CMAR) web-based system at http://cmar.arc.nasa.gov . (Formerly reported via form ARC 15.)			
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be accessible to each of the recipients identified below in the web-based system.			
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	
CO, TBD	TBD	Due no later than 15 calendar days	
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1	after the end of each month.	
Occupational Safety, Health and Medical Services Division	Code QH, M/S 237-14		
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference:			
NFS 1852.223-70, <i>Safety and Health</i>			
NFS 1852.223-72, <i>Safety and Health (Short Form)</i> .			
NFS 1852.223-73, <i>Safety and Health Plan</i>			
NFS 1852.223-75, <i>Major Breach of Safety or Security</i>			
NPR 8715.3, NASA General Safety Program Requirements			
APR 1700.1, <i>Ames Health & Safety Procedural Requirements</i>			

1. ITEM NO. 10	2. TITLE Environmental Management System (EMS)		
3. DESCRIPTION			
The Contractor shall provide the following Environmental Management System (EMS) deliverables: The facility compliance audits as described in Section 402 of EO 13148			
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	
CO, TBD	TBD	TBD	
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1		
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference:			
FAR 52.223-5, <i>Pollution Prevention and Right-to-Know Information</i> , Alternates I and II			
Executive Order (EO) 13148, <i>Greening the Government Through Leadership in Environmental Management</i>			
NPR 8553.1, <i>NASA Environmental Management System (EMS)</i>			

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO.	2. TITLE
11	Subject Invention Reports
3. DESCRIPTION	
<p>The Contractor shall submit written Subject Invention Reports identifying the inventor(s) and shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention in accordance with new paragraph (c)(1) and paragraph new (e) (5) of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11.</p> <p>Electronic submission via NASA's Electronic New Technology Reporting (eNTRe) web system at http://invention.nasa.gov/ is encouraged. NASA Form 1679, <i>Disclosure of Invention and New Technology (Including Software)</i>, or equivalent, may also be used. Both the electronic submission page and NASA Form 1679 document may be accessed at the electronic New Technology Reporting Web site http://invention.nasa.gov, per new paragraph (e)(5)of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11.</p>	
4. DISTRIBUTION	
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.	
b. RECIPIENT	c. SHIPPING ADDRESS
New Technology Representative (original)	Code BT, M/S 202A-3
Patent Representative	Code DL, M/S 202A-4
CO, TBD	TBD
d. FREQUENCY / DELIVERY DATE	
Within 2 months after the inventor discloses it in writing to Contractor Personnel responsible for patent matters.	
5. ADDITIONAL INFORMATION / INSTRUCTIONS	
1. ITEM NO.	2. TITLE
12	Subject Invention Summary Reports
3. DESCRIPTION	
<p>The Contractor shall submit Interim Subject Invention Summary Reports listing all inventions required to be disclosed during the period, as well as, a Final Subject Invention Summary Report prior to closeout, which cumulatively identifies all Subject Inventions or indicates that there were none in accordance with paragraph (e)(5) of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11. If there are no reportable items, a negative report is required.</p>	
4. DISTRIBUTION	
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.	
b. RECIPIENT	c. SHIPPING ADDRESS
CO, TBD	TBD
New Technology Representative	Code BT, M/S 202A-3
Patent Representative (Final Reports Only)	Code DL, M/S 202A-4
d. FREQUENCY / DELIVERY DATE	
Interim reports shall be submitted annually. If there are no reportable items, a negative report is required. A final report is due within 3 months after completion of contracted work.	
5. ADDITIONAL INFORMATION / INSTRUCTIONS	

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 13	2. TITLE New Technology Reports (NTR)			
3. DESCRIPTION				
<p>The Contractor shall submit written New Technology Reports identifying the inventor(s) and shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention in accordance with Paragraph (e)(2) of NFS 1852.227-70, New Technology. Interim reports shall be submitted annually. If there are no reportable items, a negative report is required.</p> <p>Electronic submission via NASA's Electronic New Technology Reporting (eNTRe) web system at http://invention.nasa.gov/ is encouraged. NASA Form 1679, <i>Disclosure of Invention and New Technology (Including Software)</i>, or equivalent, may also be used. Both the electronic submission page and NASA Form 1679 document may be accessed at the electronic New Technology Reporting Web site http://invention.nasa.gov, per new paragraph (e)(5) of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11.</p>				
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b. RECIPIENT New Technology Representative (original) CO, TBD Patent Representative	c. SHIPPING ADDRESS Code BT, M/S 202A-3 TBD Code DL, M/S 202A-4	d. FREQUENCY / DELIVERY DATE Within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters		
5. ADDITIONAL INFORMATION / INSTRUCTIONS				

1. ITEM NO. 14	2. TITLE New Technology Summary Reports			
3. DESCRIPTION				
<p>The Contractor shall submit Interim New Technology Summary Reports, as well as, a Final New Technology Summary Report submitted within 3 months of completion of work under the contract in accordance with Paragraph (b)(3)(e) of NFS 1852.227-70, New Technology. Interim reports shall be submitted annually. If there are no reportable items, a negative report is required.</p> <p>Electronic submission via NASA's Electronic New Technology Reporting (eNTRe) web system at http://invention.nasa.gov/ is encouraged. NASA Form 1679, <i>Disclosure of Invention and New Technology (Including Software)</i>, or equivalent, may also be used. Both the electronic submission page and NASA Form 1679 document may be accessed at the electronic New Technology Reporting Web site http://invention.nasa.gov, per new paragraph (e)(5) of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11.</p>				
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b. RECIPIENT New Technology Representative (original) CO, TBD <i>Final New Technology Summary Report Only:</i> Patent Representative	c. SHIPPING ADDRESS Code BT, M/S 202A-3 TBD Code DL, M/S 202A-4	d. FREQUENCY / DELIVERY DATE Annually and at end of contract		
5. ADDITIONAL INFORMATION / INSTRUCTIONS				

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 15	2. TITLE Delivery of Data Produced Under the Contract (including Special Works)	
3. DESCRIPTION		
<p>Contractor shall deliver the following data produced under the Contract (including Special Works) in electronic format unless otherwise specified in the task order: All flowcharts, technical drawings, specifications, electronic databases, software tools/algorithms/documentation and other software developments/improvements in source and object code format, outreach materials, website content, NASA presentations and other multimedia/audiovisual works, and plans, procedures, work processes and report documentation.</p>		
4. DISTRIBUTION		
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.		
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE
To be specified in each Task Order (TO).	To be specified in each TO.	Quarterly, not later than 30 days after the end of each quarter or as specified in each task order.
5. ADDITIONAL INFORMATION / INSTRUCTIONS		

1. ITEM NO. 16	2. TITLE Quarterly Property Management Report (DD Form 1149)	
3. DESCRIPTION		
<p>The Contractor shall submit a Property Management Report itemizing all purchases for the quarter. Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area. IAW FARS 1852.245/71 Installation Accountable Government Property (Jan, 2012), (b)(1)(ii). All orders, items received, and prices must be included. The Contractor shall use DD Form 1149, DOD Requisition and Invoice/Shipping Document, to report Government property that is centrally reportable equipment to the Property, Plant and Equipment (PP&E) System: 1) at the time of receipt and acceptance of property; 2) when major changes occur in the data initially submitted to NASA; and, 3) when the equipment is no longer required for or actively being used in pursuit of this contract. The Contractor shall indicate the current condition code of equipment reported pursuant to (3) above. Reportable data shall be forwarded through the contracting officer within 15 working days after the event that created the need for their preparation and shall be marked "FOR PP&E." A summary report shall be submitted annually and three months prior to contract completion.</p>		
4. DISTRIBUTION		
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.		
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE
CO, TBD COR, Francisco.J.Torres@nasa.gov ARC Supply and Equipment Management Officer (SEMO) Industrial Property Officer (IPO)	TBD Code AA, M/S 258-1 Code JS, M/S 255-2 Maria-Elena.Lopez-1@nasa.gov	Due quarterly, no later than 5 working days after the end of each quarter.
5. ADDITIONAL INFORMATION / INSTRUCTIONS		
<p>Reference: NFS 1852.245-71, <i>Installation-Accountable Government Property</i> (Deviation) NPR 4100.1D, <i>NASA Materials Inventory Management Manual</i> NPR 4200.1, <i>NASA Equipment Management Procedural Requirements</i> NPR 4300.1, <i>NASA Personal Property Disposal Procedural Requirements</i></p>		

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 17	2. TITLE Centrally Reportable Equipment (DD Form 1419)	
3. DESCRIPTION		
<p>The Contractor shall submit a DD Form 1419, <i>DoD Industrial Plan Equipment Requisition</i>, for property screening 30 days prior to purchase of property in accordance with the instructions in NFS 1845.7102.</p> <p>The Contractor shall submit a DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format upon determination of need for any Government-owned equipment item for performance of this contract, and at least 30 days in advance of the date the contractor intends to acquire the item. Contractors who are authorized to conduct their own screening using the NASA Property, Plant and Equipment (PP&E) System and other Government sources of excess property shall provide the evidence of screening results with their request for CO consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.</p>		
4. DISTRIBUTION		
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.		
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE
CO, TBD COR, Francisco.J.Torres@nasa.gov Industrial Property Officer (IPO)	TBD Code AA, M/S 258-1 Code JS, M/S 255-2	Submit to COR, who forwards to CO, who forwards to IPO. Due 30 days prior to purchase of property in accordance with the instructions in NFS 1845.7102.
5. ADDITIONAL INFORMATION / INSTRUCTIONS		
<p>Reference:</p> <p>FAR 52.245-1, <i>Government Property</i> NFS 1852.245-71, <i>Installation-Accountable Government Property (Deviation)</i> NPR 4100.1D, <i>NASA Materials Inventory Management Manual</i> NPR 4200.1, <i>NASA Equipment Management Procedural Requirements</i> NPR 4300.1, <i>NASA Personal Property Disposal Procedural Requirements</i></p>		
1. ITEM NO. 18	2. TITLE IT Security Plan	
3. DESCRIPTION		
<p>The Contractor shall prepare and submit, for NASA approval, an IT Security Plan, Risk Assessment, and FIPS 199, <i>Standards for Security Categorization of Federal Information and Information Systems</i>, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.</p>		
4. DISTRIBUTION		
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.		
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE
CO, TBD COR, Francisco.J.Torres@nasa.gov	TBD Code AA, M/S 258-1	Due within 30 days after contract award.
5. ADDITIONAL INFORMATION / INSTRUCTIONS		
<p>Reference:</p> <p>NFS 1852.204-76, <i>Security Requirements for Unclassified Information Technology Resources (Deviation)</i></p>		

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 19	2. TITLE IT Security Training Progress Report									
3. DESCRIPTION										
<p>The Contractor shall provide a monthly count of contractor employees who have completed the appropriate IT security training pursuant to NFS Clause 1852.204-76 no later than 5 working days after the end of each month. IT Security Training is mandatory for all federal employees, contractors, students and associates who use NASA Federal IT assets and information, and is available through the System for Administration, Training, and Educational Resources for NASA (SATERN) at https://satern.nasa.gov/. The report shall be provided monthly from the point of issuance of new annual training until 100 percent of Contractor and subcontractor personnel have completed training. Thereafter, the report shall be updated no later than 5 working days after the end of each month in which new Contractor personnel are hired and require training.</p> <p>Center-wide progress toward 100 percent completion of this requirement will be tracked by organization and reported to center management. To ensure that Ames Research Center meets the required agency metrics, the center must be 100 percent complete in IT security training each year by the deadline of May 30. An individual's failure to meet the training deadline will result in his or her computer system being disconnected from the network.</p>										
4. DISTRIBUTION										
<p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">b. RECIPIENT</td> <td style="width: 33%;">c. SHIPPING ADDRESS</td> <td style="width: 33%;">d. FREQUENCY / DELIVERY DATE</td> </tr> <tr> <td>CO, TBD</td> <td>TBD</td> <td>Due no later than 5 working days after the end of each month.</td> </tr> <tr> <td>COR, Francisco.J.Torres@nasa.gov</td> <td>Code AA, M/S 258-1</td> <td></td> </tr> </table>		b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	CO, TBD	TBD	Due no later than 5 working days after the end of each month.	COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1	
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE								
CO, TBD	TBD	Due no later than 5 working days after the end of each month.								
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1									
5. ADDITIONAL INFORMATION / INSTRUCTIONS										
<p>Reference: NFS 1852.204-76, <i>Security Requirements for Unclassified Information Technology Resources</i> (Deviation)</p>										

1. ITEM NO. 20	2. TITLE Organizational Conflicts of Interest Avoidance Plan									
3. DESCRIPTION										
<p>The Organizational Conflicts of Interest Avoidance Plan shall be provided by the contractor with submission of the proposal. This plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because: 1) the service provider has access to Government Sensitive Data or third-party proprietary data; 2) produces Government Sensitive Data; 3) participates in defining requirements for future competitions; or 4) reviews or assists in preparing proposals, engineering design, analysis and testing documents. As part of its plan, Contractor shall establish specific methods to control, mitigate, or eliminate all problems identified. The plan shall address all the requirements identified in Section H, paragraph H.12, Organizational Conflicts of Interest and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information.</p> <p>The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)6). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, the Contractor may be required by the CO to address potential conflicts of interest prior to authorization of that task order through submission of updates to this plan to the CO and COR as necessary during performance of this contract. Contractor shall also deliver a project specific plan when required.</p>										
4. DISTRIBUTION										
<p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">b. RECIPIENT</td> <td style="width: 33%;">c. SHIPPING ADDRESS</td> <td style="width: 33%;">d. FREQUENCY / DELIVERY DATE</td> </tr> <tr> <td>CO, TBD</td> <td>TBD</td> <td>A preliminary analysis of possible organizational conflicts of interest (OCI) shall be included with proposal submission. The contractor shall submit a comprehensive OCI avoidance plan within 30 days after contract award. Each individual task order will state if additional OCI requirements exist and, if so, an additional OCI Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.</td> </tr> <tr> <td>COR, Francisco.J.Torres@nasa.gov</td> <td>Code AA, M/S 258-1</td> <td></td> </tr> </table>		b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	CO, TBD	TBD	A preliminary analysis of possible organizational conflicts of interest (OCI) shall be included with proposal submission. The contractor shall submit a comprehensive OCI avoidance plan within 30 days after contract award. Each individual task order will state if additional OCI requirements exist and, if so, an additional OCI Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.	COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1	
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE								
CO, TBD	TBD	A preliminary analysis of possible organizational conflicts of interest (OCI) shall be included with proposal submission. The contractor shall submit a comprehensive OCI avoidance plan within 30 days after contract award. Each individual task order will state if additional OCI requirements exist and, if so, an additional OCI Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.								
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1									

CONTRACT DATA REQUIREMENTS LIST (CDRL)

5. ADDITIONAL INFORMATION / INSTRUCTIONS

Reference:

- NFS 1837.203-70, *Providing contractors access to sensitive information*
- NFS 1852.237-72, *Access to Sensitive Information*

1. ITEM NO. 21	2. TITLE Non-Disclosure Agreements
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3. DESCRIPTION

All contractor personnel shall be required to sign non-disclosure agreements prior to starting work and may be required to sign Center, contract, and/or contractor specific non-disclosure agreements as part of the closing of certain specific contractual agreements. Submit copies of executed Non-Disclosure Agreements entered into with each of its employees within 30 days of contract award per the Organizational Conflict of Interest and Limitation on Future Contracting Clause at H.12 of the contract. Per the same H-clause, provide copies of NDAs entered into by Contractor with third parties as well as additional agreements executed by new employees within 15 days of entering into the third-party NDA or their hiring for new employees.

4. DISTRIBUTION

a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	
CO, TBD at time of Award	TBD	Once / Prior to starting Work	
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1		

5. ADDITIONAL INFORMATION / INSTRUCTIONS

1. ITEM NO. 22	2. TITLE NASA Position Designation Record, NASA Form (NF) 1722
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3. DESCRIPTION

In accordance with NPR 1600.1, *NASA Security Program Procedural Requirements*, the Contractor shall complete a NF 1722 for each employee and new hire. The NF 1722 shall be completed within 10 working days from date of hiring or assignment to the Contract, whichever is later.

4. DISTRIBUTION

a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT	c. SHIPPING ADDRESS	d. FREQUENCY / DELIVERY DATE	
CO, TBD	TBD	See Block 3. above.	
COR, Francisco.J.Torres@nasa.gov	Code AA, M/S 258-1		
Protective Services Office	Code JP, M/S 15-1		

5. ADDITIONAL INFORMATION / INSTRUCTIONS

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 23	2. TITLE Subcontract Consent Package	3. DESCRIPTION The Contractor shall submit subcontract consent package(s) in accordance with FAR 52.244-2 or as specifically requested by the Contracting Officer.	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD	c. SHIPPING ADDRESS TBD	d. FREQUENCY / DELIVERY DATE As required by FAR 52.244-2 or Upon CO Request.	
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference: FAR 52.244-2, <i>Subcontracts</i>			

1. ITEM NO. 24	2. TITLE Service Contract Reporting Requirements for Indefinite-Delivery Contracts	3. DESCRIPTION The Contractor shall report annually, by October 31, both prime and first-tier subcontract services performed during the preceding Government Fiscal Year (October 1 – September 30).	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1	d. FREQUENCY / DELIVERY DATE Annually by October 31 st .	
5. ADDITIONAL INFORMATION / INSTRUCTIONS			
Reference: FAR 52.204-15			

1. ITEM NO. 25	2. TITLE Government-Furnished Equipment (GFE) Inventory Report	3. DESCRIPTION The Contractor shall submit an annual GFE Inventory Report no later than the 15th working day prior to the end of each full year of service. This report shall list GFE, equipment managed by the Contractor under the Contract. This report shall contain at least the following: (1) item nomenclature/description, (2) manufacturer, (3) part number, and (4) permanent location of item.	
4. DISTRIBUTION			
a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.			
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov Alt COR, TBD	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 TBD	d. FREQUENCY / DELIVERY DATE Annually	
5. ADDITIONAL INFORMATION / INSTRUCTIONS			

CONTRACT DATA REQUIREMENTS LIST (CDRL)

1. ITEM NO. 26	2. TITLE Phase-In/Out Plan					
<p style="text-align: center;">3. DESCRIPTION</p> <p>The Contractor will submit the Phase-In Plan with their proposal. The Contractor shall submit, for Government approval, a Phase-Out Plan for the complete and orderly transfer of duties and records to the incoming Contractor. The Plan shall address issues pertinent to the continuation of safe operations for all areas of responsibility under the contract.</p>						
<p style="text-align: center;">4. DISTRIBUTION</p> <p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="24 562 630 716"> b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov </td> <td data-bbox="630 562 1068 716"> c. SHIPPING ADDRESS TBD Code AA, M/S 258-1 </td> <td data-bbox="1068 562 1594 716"> d. FREQUENCY / DELIVERY DATE Phase-In: with the Proposal. Phase-Out: No Later than 60 days before the end of the contract. </td> </tr> </table>				b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1	d. FREQUENCY / DELIVERY DATE Phase-In: with the Proposal. Phase-Out: No Later than 60 days before the end of the contract.
b. RECIPIENT CO, TBD COR, Francisco.J.Torres@nasa.gov	c. SHIPPING ADDRESS TBD Code AA, M/S 258-1	d. FREQUENCY / DELIVERY DATE Phase-In: with the Proposal. Phase-Out: No Later than 60 days before the end of the contract.				
<p style="text-align: center;">5. ADDITIONAL INFORMATION / INSTRUCTIONS</p>						
1. ITEM NO. 27	2. TITLE Patent Rights – Notice of Election Decision					
<p style="text-align: center;">3. DESCRIPTION</p> <p>Upon decision, but not later than two years after disclosure of a subject invention, the Contractor shall submit any election decision in accordance with paragraph (c)(2) of FAR clause 52.227-11, Patent Rights-Ownership by the Contractor, as modified by NFS clause 1852.227-11. After passage of the Leahy-Smith America Invents Act of 2011, for convenience, NASA provides a form for Contractor to use for submission of its election decision asking that Contractor notify NASA early of any non-election decision to provide sufficient time for NASA evaluation of the subject invention before patent rights are lost to third parties who independently conceive and file for protection on the same or similar invention.</p>						
<p style="text-align: center;">4. DISTRIBUTION</p> <p>a. QTY / UNIT — 1 copy shall be delivered to each of the recipients identified below. Submission of electronic copies is authorized.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td data-bbox="24 1297 630 1417"> b. RECIPIENT CO, TBD Patent Representative (original) </td> <td data-bbox="630 1297 1068 1417"> c. SHIPPING ADDRESS TBD Code DL, M/S 202A-4 </td> <td data-bbox="1068 1297 1594 1417"> d. FREQUENCY / DELIVERY DATE Upon Decision </td> </tr> </table>				b. RECIPIENT CO, TBD Patent Representative (original)	c. SHIPPING ADDRESS TBD Code DL, M/S 202A-4	d. FREQUENCY / DELIVERY DATE Upon Decision
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<p style="text-align: center;">5. ADDITIONAL INFORMATION / INSTRUCTIONS</p>						