



SOLICITATION/CONTRACT FORM

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCOPE OF CONTRACT/TASK ORDER CONTRACT

(a) The contractor shall, except as otherwise specified herein, furnish all personnel, facilities, materials and services required to perform the work outlined in Section C hereof. To accomplish this work, the Contractor shall perform specific tasks that will be defined through the issuance of Task Orders, in accordance with the contract clauses in section I.

(b) Only expenditures against specific written Task Orders authorized by the Contracting Officer shall be allocable or allowable under this contract. Notwithstanding such authorizations, in no event shall the Contractor exceed the total contract cost limitations imposed by the Limitation of Funds or Limitation of Cost clause of this contract, as applicable.

(End of Clause)

B.2 INDEFINITE DELIVERY/INDEFINITE QUANTITY

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, this contract is defined as an indefinite quantity type. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor. The total minimum and maximum dollar values of supplies or services to be acquired under the contract are set forth below:

Contract Minimum: The Government will issue Task Order(s) (TOs) under this contract that provides for a minimum dollar value of **\$200,000.00** provided that appropriated funds are available. Once the minimum requirements are met, the Government shall be under no obligation to award additional task orders.

Contract Maximum: Total estimated maximum limit under this contract provides for a maximum dollar value of **\$2,400,000.00**.

(End of Clause)

B.3 1852.216-78 FIRM FIXED PRICE (DECEMBER 1988)

****APPLICABLE FOR FIXED PRICE TASK ORDERS***

The total firm fixed price of this contract is to be determined upon issuance of task orders.



(End of Clause)

SECTION C

DESCRIPTION/SPECIFICATIONS/SCOPE OF WORK

C.1 SCOPE OF WORK:

The Contractor shall provide the services specified in Section B in accordance with the following:

J.1 – Attachment A: Glenn Research Center Technology Transfer Office Support Services
Statement of Work

(End of text)



National Aeronautics and Space Administration
John H. Glenn Research Center (GRC)
Lewis Field
Cleveland, OH 44135

SECTION D

PACKAGING AND MARKING



National Aeronautics and Space Administration
John H. Glenn Research Center (GRC)
Lewis Field
Cleveland, OH 44135

SECTION E

INSPECTION AND ACCEPTANCE

E.1 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)



SECTION F

DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order. (AUG 1989)

F.2 52.242-17 Government Delay of Work. (APR 1984)

F.3 PERIOD OF PERFORMANCE

The estimated period of performance for completion of the technical effort required by this contract is **five (5) years** from the effective date of the contract. Any order issued at least 60 days before the end of the effective period of this contract and not completed within that time shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

F.4 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contract shall be performed at the following location:
Contractor's work site. No work will be completed at NASA Glenn Research Center.



SECTION G

CONTRACT ADMINISTRATION DATA

G.1 GRC 52.232-106 SUBMISSION OF VOUCHERS OR INVOICES FOR PAYMENT – TASK OR DELIVERY ORDER CONTRACT (GRC 52.232-106) (FEB 2013)

A. All vouchers or invoices shall include a reference to the number of this contract.

B. Invoices for Fixed-Price Task or Delivery Orders (as applicable)

1. If the contractor is authorized to submit requests for progress payments:

a. Each request (Standard Form 1443) shall include the costs for all active orders, and shall include a schedule that separately identifies the costs applicable to each order.

b. These requests shall be submitted to the Contracting Officer's office, which is the designated billing office for progress payments for purposes of the Prompt Payment clause of this contract

2. If the contractor is not authorized to submit requests for progress payments:

a. To the greatest extent possible, invoices shall include the prices for multiple, completed orders, and shall include a schedule that separately identifies each order.

b. These invoices shall be submitted to:

NASA Shared Services Center
Financial Management Division – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Phone: 1-877-677-2123
FAX: 866-209-5415

This is the designated billing office for fixed-price invoices for purposes of the Prompt Payment clause of this contract.

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

C. Vouchers for Cost Reimbursement, Time & Materials, or Labor-Hour Task or Delivery Orders (as applicable).

1. Each cost or fee voucher shall include the costs or fees for all active orders, and shall include a schedule that separately identifies the costs (Including G&A, COM, O/H, etc.) or fees



applicable to each order. Discrete vouchers for individual orders shall not be submitted unless approved in writing by the NASA Contracting Officer.

2. The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated in paragraph C.2.a or C.2.b below, whichever is applicable.

a. If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, they shall be submitted to:

NASA Shared Services Center
Financial Management Division – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415

(i) For any period that the Defense Contract Audit Agency (DCAA) has authorized the contractor to submit interim vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(ii) Copies of vouchers should be submitted as follows:

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor

Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

b. If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph C.2.a, the contractor shall prepare and submit vouchers as follows:

(i) One original Standard Form (SF) 1034, SF 1035 or equivalent contractor's attachment to the cognizant DCAA office.

(ii) Five copies of SF 1034, SF 1035A or equivalent contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

Copy 1 - NASA Contracting Officer

Copy 2 - DCAA Auditor



Copy 3 - Contractor

Copy 4 - Contract Administration Office, if delegated

Copy 5 - GRC Project Manager

(iii) The Contracting Officer may designate other recipients as required.

3. Fee vouchers shall be submitted to:

NASA Shared Services Center
Financial Management Division – Accounts Payable
Bldg.1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
FAX: 866-209-5415

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

(End of Clause)



SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-72 Safety and Health (Short Form). (APR 2002)

H.2 1852.225-70 Export Licenses. (FEB 2000)

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

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

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

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

(End of clause)



SECTION I

CONTRACT CLAUSES

- I.1 52.202-1 Definitions. (NOV 2013)**
- I.2 52.203-3 Gratuities. (APR 1984)**
- I.3 52.203-5 Covenant Against Contingent Fees. (APR 1984)**
- I.4 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)**
- I.5 52.203-7 Anti-Kickback Procedures. (OCT 2010)**
- I.6 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)**
- I.7 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)**
- I.8 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (SEP 2013)**
- I.9 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)**
- I.10 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)**
- I.11 52.204-13 System for Award Management Maintenance. (JUL 2013)**
- I.12 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts. (JAN 2014)**
- I.13 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)**
- I.14 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)**

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

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L.



111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

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

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

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

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



promulgated under E.O. 12600.

(End of clause)

I.15 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations. (MAY 2012)

I.16 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

I.17 52.216-22 Indefinite Quantity (Oct 1995)

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

(End of Clause)

I.18 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

I.19 52.219-8 Utilization of small business concerns. (JUL 2013)

I.20 52.219-14 Limitations on Subcontracting. (NOV 2011)

I.21 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

I.22 52.219-29 Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns. (JUL 2013)

I.23 52.222-3 Convict Labor. (JUN 2003)

I.24 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

I.25 52.222-26 Equal Opportunity. (MAR 2007)

I.26 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

I.27 52.222-37 Employment Reports On Veterans. (Sep 2010)

I.28 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

I.29 52.222-50 Combating Trafficking in Persons. (FEB 2009)

I.30 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)



- I.31 52.224-1 Privacy Act Notification. (APR 1984)**
- I.32 52.224-2 Privacy Act. (APR 1984)**
- I.33 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- I.34 52.227-1 Authorization and Consent. (DEC 2007)**
- I.35 52.232-1 Payments. (APR 1984)**
- I.36 52.232-8 Discounts for Prompt Payment. (FEB 2002)**
- I.37 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- I.38 52.232-11 Extras. (APR 1984)**
- I.39 52.232-17 Interest. (OCT 2010)**
- I.40 52.232-18 Availability of Funds. (APR 1984)**
- I.41 52.232-23 Assignment of Claims. (JAN 1986)**
- I.42 52.232-25 Prompt payment. (JUL 2013)**
- I.43 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- I.44 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**
- I.45 52.232-99 Providing Accelerated Payment to Small Business Subcontractors (AUG 2012) (DEVIATION)**

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

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

(End of Clause)



- I.46 52.233-1 Disputes. (JUL 2002) - Alternate I (DEC 1991)**
- I.47 52.233-3 Protest after Award. (AUG 1996)**
- I.48 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.49 52.239-1 Privacy or Security Safeguards. (AUG 1996)**
- I.50 52.242-13 Bankruptcy. (JUL 1995)**
- I.51 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)**
- I.52 52.243-7 Notification of Changes. (APR 1984)**
- I.53 52.244-6 Subcontracts for Commercial Items. (DEC 2013)**
- I.54 52.246-25 Limitation of Liability - Services. (FEB 1997)**
- I.55 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)**
- I.56 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)**
- I.57 52.251-1 Government Supply Sources. (APR 2012)**
- I.58 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far/index.html>.

NASA FAR Supplement (NFS) clauses:

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

(End of clause)

- I.59 52.252-4 Alterations in Contract. (APR 1984)**

Portions of this contract are altered as follows: N/A

(End of clause)

- I.60 52.252-6 Authorized Deviations in Clauses. (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR



Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulations (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

I.61 52.253-1 Computer Generated Forms. (JAN 1991)

I.62 1852.215-84 Ombudsman. (NOV 2011)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, whose name, address, telephone number, facsimile number, and email address may be found at:
http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

I.63 1852.216-80 Task Ordering Procedure. (OCT 1996) -- Alternate I (OCT 1996)

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

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



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



Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

(End of clause)

I.64 1852.219-74 Use of Rural Area Small Businesses (SEPT 1990)

I.65 1852.219-76 NASA 8 Percent Goal. (JUL 1997)

I.66 1852.237-72 Access to Sensitive Information. (JUN 2005)

I.67 1852.237-73 Release of Sensitive Information. (JUN 2005)

(a) As used in this clause, "Sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

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

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



Mark the title page with the following legend:

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

(End of clause)

I.68 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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



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

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

(End of clause)



SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J. 1 List of Attachments

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

<u>Attachment</u>	<u>Title</u>	<u>No. Pages</u>
A	Glenn Research Center Technology Transfer Office Support Services Statement of Work	3
B	Pricing Template	3
C	Standard Labor Category Descriptions	2
D	Client Authorization Letter	1
E	Past Performance Questionnaire	7
F	Task Order Plan Request – Technology Assessments & Marketing Strategies	1
G	Task Order Plan Request – Listings	1
H	Task Order Plan Request – Technology Opportunity Sheets (TOPS)	5



SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

K.2 52.204-8 Annual Representations and Certifications. (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$14.0M

(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 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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

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

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

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



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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

(A) Basic.

(B) Alternate I.

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

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

(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this



offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.[]

Title[]

Date[]

Change[]

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

(End of provision)

K.3 52.209-5 Certification Regarding Responsibility Matters. (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; and

(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. Sec. 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. Sec. 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. Sec. 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 non-responsible.

(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 52.209-7 Information Regarding Responsibility Matters. (JUL 2013)



(a) Definitions. As used in this provision-

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

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

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

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

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

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 52.219-1 Small Business Program Representations. (MAY 2014) - Alternate I (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.

(2) The small business size standard is **\$14.0M**.

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

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

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

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

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



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

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

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

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

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

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

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

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

(i) It is, is not a HUBZone small business concern listed, on the date



of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

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



Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

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

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of



the set-aside contains restrictions on the source of the end items to be furnished.

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

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

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

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

(End of provision)

K.6 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (DEC 2012)

K.7 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

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

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

(End of provision)

K.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing



Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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

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

(b) The offeror represents that

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

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

(End of provision)

K.9 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

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

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

(End of provision)

K.10 1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law.

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)



- (a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-
- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
 - (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The offeror represents that –
- (1) It is is not a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 - (2) It is is not a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.



SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing”, “writing”, or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms,



conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.*

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.



(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be



duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [Contractor: insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items.



Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 52.204-7 System for Award Management. (JUL 2013)

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with Fixed Price Task Orders resulting from this solicitation.

(End of provision)

L.4 52.233-2 Service of Protest. (SEP 2006)



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

NASA Glenn Research Center
Eric Hartman, Contract Specialist
21000 Brookpark Road, MS 60-1
Cleveland, OH 44135

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

(End of provision)

L.5 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

Federal Acquisition Regulation (FAR) clauses: <https://www.acquisition.gov/far/index.html>.
NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.6 52.252-3 Alterations in Solicitation. (APR 1984)

Portions of this solicitation are altered as follows: N/A

(End of provision)

L.7 1852.233-70 Protests to NASA. (OCT 2002)

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



Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.8 1852.215-81 Proposal Page Limitations. (FEB 1998)

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

Proposal Section	Page Limit	No. of Hard Copies	No. of CD or USB Flash Drive Copies
Volume I – Technical Capability	25 Pages	3 (2 plus 1 original signed hard copies)	1
Volume II – Past Performance	5 Pages	3 (2 plus 1 original signed hard copies)	1
Volume III – Business	No Limit	3 (2 plus 1 original signed hard copies)	1

NOTE 1: The total number of pages for Volume II, Past Performance, does not include completed Past Performance Questionnaires submitted by references. **Offerors shall ensure completed Past Performance Questionnaires are submitted on or before the due date for Questionnaires noted in L.13.**

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.



(End of provision)

L.9 PROPOSAL CLARITY

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

(b) Ensure that the price proposal is consistent with the technical proposal in all respects since the price proposal may be used as an aid to determine the Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

(c) NASA may reject any proposal that fails to comply with all price proposal instructions, including those for electronic submissions, as incomplete and technically unacceptable.

L.10 SUBMITTAL OF TECHNICAL/BUSINESS QUESTIONS

Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the Contracting Officer, Eric T. Hartman by **August 27, 2014 4:00 pm EST**, in order to allow for a proper response and dissemination. Questions of any nature or in any form shall **NOT** be directed to the technical activity personnel. Questions may be submitted to:

Contracting Officer: Eric T. Hartman
Email: Eric.T.Hartman@nasa.gov

L.11 SUBMISSION OF PROPOSAL

A. General

1. Information in this provision supplements FAR clause 52.215-1, "Instructions to Offerors—Competitive Acquisitions," included elsewhere in this Section L. In the event of a conflict, FAR 52.215-1 is controlling.
2. Address and forward the proposal packages to:
NASA Glenn Research Center
Attn: Eric T. Hartman
21000 Brookpark Road, M/S 60-1
Cleveland, OH 44135

B. Format



For evaluations purposes:

1. The offeror shall submit one (1) original, two (2) identical hard copies and one (1) electronic copies of the proposal Volumes I II and III. See paragraph (d) below for information relative to electronic copies of the proposal.
2. Appropriately sized **spiral or 3-ring binders** are requested for the submitted paper proposal information. Paper proposals shall be **tabbed** and separated into the following distinct sections so that evaluation may be accomplished concurrently and independently:

Volume I: Technical Capability

- a. Organizational Structure and Management Plan
- b. Technical Approach
- c. Technical Tasks

Volume II: Past Performance

Volume III: Business

1. Offer Section
2. Cost/Price Section

(3) All pages of the proposal shall be numbered and identified with the Offeror's name, RFP number, and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date.

(4) All pages of the proposal shall be marked with the legend "**SOURCE SELECTION INFORMATION**" – see FAR 3.104 to meet the requirements for Procurement Integrity.

C. Page Limitations

Page limitations for each proposal section are specified in NFS 1852.215-81, Proposal Page Limitations, included elsewhere in this Section L (Provision L.8).

D. Electronic Copies of Proposal.

A CD or USB Flash Drive electronic proposal version shall also be provided containing the required proposal information, as well as other specified electronic submission data provided within the paper copies. The CD or USB Flash Drive volume data shall be organized as separate files, in searchable PDF file formats and as specified for schedule price. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the hard copy data will be considered to be correct.

L.12 VOLUME I: TECHNICAL CAPABILITY SECTION INSTRUCTIONS

The Offeror must clearly state how they will meet or exceed the requirements as they pertain to the Statement of Work (SOW) and other contractual requirements. Information must be precise, factual, detailed and complete.

The Offeror should not assume that the evaluation team is aware of company abilities,



capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented in the written proposal. The description of the proposed approach should be relevant to the mission of the contract; be complete, accurate, detailed, and include supporting reasoning or justification; and describe how proposed management practices will enable the proposed approach.

The Technical Capability Section must be divided and presented by each Technical Capability subfactor, as a minimum, addressing all items in the statement of work.

Subfactor A: Organizational Structure and Management Plan

Offerors shall provide an organizational structure and management plan that describes the method to effectively meet the contract requirements. At a minimum, the plan shall include:

- a) The proposed organizational structure and key positions to successfully meet contract requirements.
- b) Describe any teaming relationships, subcontractor arrangements, and how the structure/positions and arrangements will operate to provide an integrated work effort.
- c) A discussion of management and control policies, reporting methods, financial tracking systems, and other management tools proposed.

Subfactor B: Technical Approach

The Offeror shall document their Technical Approach for meeting or exceeding the technical requirements of the SOW and clearly demonstrate their understanding of the requirements. The Offeror's Technical Approach shall contain information specific to each of the performance areas in the Statement of Work, J.1 Attachment A, with significant emphasis placed on offeror's provided technical approach to Task Elements 3.1 through 3.6. At a minimum, the offeror shall address:

- a) Detailed discussion of methods, disciplines, skills, and techniques the Offeror plans to use in the performance of this work
- b) Approach to scheduling, assigning, and tracking work activity from initiation to completion.
- c) Approach to quality control systems and adequacy of technical quality standards.
- d) Approach to readily accommodate workload fluctuations in all tasks.
- e) Approach to provide any work innovations or efficiencies.
- f) Approach to ensure continual improvement of all contract products, outcomes or deliverables required under the SOW, due to changing technology, business practices, etc.

Subfactor C: Technical Tasks

Technical Task #1: Technical Assessments and Marketing Strategies. The Offeror shall submit an individual task plan comprised of a Technical Proposal for the Task Order Request, described in J.1 Attachment F. The Technical proposal shall describe the approach for completing the effort described in the Task Order Request. The technical proposal shall identify required key technical personnel needed to effectively meet task requirements. Any exceptions to the scope of



work should be noted.

The Government may at its discretion, but is not required to, award this Task Order at the start of the Contract. This does not authorize the implementation of the proposed Task Order. Actual implementation of the proposed task order will be authorized by signature of the Contracting Officer on Optional Form 347.

Technical Task #2: Listings. The Offeror shall submit an individual task plan comprised of a Technical Proposal for the Task Order Request, described in J.1 Attachment G. The Technical proposal shall describe the approach for completing the effort described in the Task Order Request. The technical proposal shall identify required key technical personnel needed to effectively meet task requirements. Any exceptions to the scope of work should be noted.

The Government may at its discretion, but is not required to, award this Task Order at the start of the Contract. This does not authorize the implementation of the proposed Task Order. Actual implementation of the proposed task order will be authorized by signature of the Contracting Officer on Optional Form 347.

Technical Task #3: Technical Opportunity Sheets (TOPS). The Offeror shall submit an individual task plan comprised of a Technical Proposal for the Task Order Request, described in J.1 Attachment H. The Technical proposal shall describe the approach for completing the effort described in the Task Order Request. The technical proposal shall identify required key technical personnel needed to effectively meet task requirements. Any exceptions to the scope of work should be noted.

The Government may at its discretion, but is not required to, award this Task Order at the start of the Contract. This does not authorize the implementation of the proposed Task Order. Actual implementation of the proposed task order will be authorized by signature of the Contracting Officer on Optional Form 347.

L.13 VOLUME II: PAST PERFORMANCE SECTION INSTRUCTIONS

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size, content, and complexity to the requirements of this acquisition. The information requested below is anticipated to be sufficient for purposes of the evaluation of past performance; however, Offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant past performance. Refer to FAR 15.305(a)(2).

The offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of company experience and past performance as a whole and as related to the requirements of the proposed contract.

(a) **Relevant Performance History.**



Submit the following information to describe your organization's experience and past performance during the past three years. Offerors, any teaming partner(s), and any proposed significant subcontractor(s), defined as any subcontract *relevant to the factors outlined in the Statement of Work (SOW)* shall provide a client list of contracts for similar efforts which are currently being performed or have been completed within the last three years. Indicate which contracts/subcontracts are most related (i.e. similar in technical requirements and complexity) and how they are related to the proposed effort, as well as which contracts/subcontracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract. For each contract identified, offerors shall include:

- (1) Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct.)*
- (2) Contract number, type, and total original and present or final contract value.
- (3) Date of contract, place(s) of performance, and delivery dates or period of performance.
- (4) Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- (5) The average number of active orders and the sizes of the orders in terms of the number of full-time personnel working the order(s), for any TO or Indefinite Delivery/Indefinite Quantity (IDIQ) contracts.
- (6) Method of acquisition: competitive or noncompetitive.
- (7) Nature of award: initial or follow-on.

(b) **Past Performance Questionnaires**

- (1) The offeror and any proposed significant subcontractor(s) and/or teaming partner(s) shall provide the client questionnaires provided as J.1 Attachment E to at least 3 of the above references. The offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer identified below. The questionnaire respondent shall be a representative from the technical customer and/or responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the offeror and any proposed significant subcontractor(s) and/or teaming partner(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s) and/or teaming partner(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.
- (2) The offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to:

Eric T. Hartman
Eric.T.Hartman@nasa.gov



Contracting Officer
21000 Brookpark Road
Mail Stop: 60-1
Cleveland, OH 44135-3127
Phone: (216) 433-2540

Questionnaires must be received no later than **September 8, 2014 12:00 pm EST.**

(3) The offeror shall identify the clients to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number.

(c) Identify and explain any non-compliance with these instructions.

(End of provision)

L.14 VOLUME III: BUSINESS VOLUME INSTRUCTIONS

I. OFFER SECTION:

The offeror shall include the following in the Offer Section of its proposal:

(a) Pages from the Solicitation Document.

(1) The completed and signed Standard Form (SF) 1449 cover page of the solicitation

(2) The completed Section K, "Certifications, Representations, and Other Statements of Offerors."

The balance of the solicitation need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions. (See paragraph (c) below.)

(b) The names, telephone numbers, FAX numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

(c) A statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, or refer to where the reason is addressed in the proposal. This list must include all exceptions, both "business" and "technical." CAUTION: Exceptions may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(d) A description of any new terms, conditions or clauses proposed by the offeror which are of benefit to the Government. Discuss the benefit to the Government in the appropriate Section



of the proposal. CAUTION: New terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(e) Business Systems Information.

(1) A statement as to whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

(2) The date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

(f) Contract Administration Information.

(1) Cognizant Government audit agency with address, telephone number, and fax number.

(2) Cognizant Government inspection agency with address, telephone number, and fax number.

(3) Cognizant Government Administrative Contracting Officer by name with address, telephone number, email address, and fax number.

II: PRICE SECTION INSTRUCTIONS

The cost factor is utilized to assess what the Offeror's proposal will probably cost the Government should it be selected for award. The 'probable cost' is determined based on an analysis of the Offeror's proposed costs and technical approach. The cost volume is not numerically scored nor receives an adjectival rating. However, it is important in determining the Offeror's understanding of the resources required for performance of the solicitation.

A cost realism analysis may be conducted to ensure that a fair and reasonable price is paid by the Government and to assess the reasonableness and realism of the proposed costs (FAR 15.404-1(a)(4)). Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

For purposes of source selection, the total proposed cost/price consists of the of the sum of the Estimated Contract Year Costs for the five (5) year period of performance.

The evaluation will be conducted in accordance with FAR 15.305(a) (1), FAR 15.404, NFS 1815.305(a) (1) (B) and (a)(3)(B), and NFS 1815.404. The results of the analyses do not provide a basis for an upward price adjustment after award.

There is no page limit for Price.



The intention of this Request for Proposal is to obtain a contract by means of an Indefinite Delivery Indefinite Quantity (IDIQ). Fixed Price Task Orders will be issued for discrete work requirements when required.

Offerors shall complete the excel Pricing Spreadsheet provided as **J.1 Attachment B**. Offerors shall supply fully burdened labor rates for the indicated labor categories. A fully burdened rate shall include all overheads, G&A, profit, and other such mark-ups. The Offeror shall describe the elements and assumptions that comprise the fully burdened labor rates.

Overview:

For pricing purposes, the tasks outlined in the statement of work will be evaluated for skill mix, full burdened labor rates, and the components thereof. The anticipated contract/Task Order start date of **late September/ early October, 2014** should be used.

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices (FAR 15.402). Only minimal information other than cost or pricing data necessary to establish a price is required at this time (FAR 15.402(a)(2)(ii)). Certified Cost or Pricing Data will be requested if there is a finding that the proposed prices appear unreasonable (FAR 15.403-1(b) and (c)).

Comprehensive audits of the Offeror and any of the subcontractor's proposals may occur should there be adequate reasons for undertaking the effort.

General Instructions:

Cost Proposal Preparation: The cost proposal shall encompass all costs associated with the requirements of the solicitation and shall comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.

Scanned Documents: The submittal of completed templates that are scanned and inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited.

Locks & Links: The electronic submittal shall not be locked/protected or secured by passwords in part or in whole. The use of external links is prohibited.

Formula Accuracy: Although selected formulas are pre-populated in the templates, the Offeror is responsible for ensuring the accuracy of these formulas and providing correct formulas in the submittal.

Page/Data Restrictions: The cost proposal has an unlimited page count. However, the cost proposal is strictly limited to cost and pricing information. Information that can be construed as belonging to another proposal volume will not be evaluated.

Discrepancies: Should there be discrepancies between an Offeror's electronic and hardcopy version of the cost proposal, the hardcopy takes precedence.

Submittal Requirements:

The Offeror is required to submit the following information in the Cost Volume:



Cost Templates

The Offeror shall complete and submit a complete set of Cost Templates in accordance with the instructions below. The Templates can be found as J.1 Attachment B to the solicitation. The Offeror may resize the templates, including adding rows and columns, to better fit their estimating, pricing, and accounting practices but must adhere to the formats provided.

Subcontractor Analyses

If subcontractors are proposed, the Offeror shall perform appropriate subcontractor cost or price analyses as required by FAR 15.404-3(b). Results of the analyses shall be included in the submitted Cost Volume.

Template Instructions:

Fixed Hourly Labor Rates Tab

The Offeror shall disclose the components of the fully-burdened fixed hourly labor rates proposed in the appropriate columns. The Offeror shall indicate the proposed labor category title in the respective locations. If applicable, planned wage increases (or escalation) throughout the period of performance shall be included. Offerors may insert columns and revise the formula located in the 'Fixed Hourly Rate' column if additional labor rate components, other than those listed in the template, exist.

Labor Categories

The Government understands that not all Offerors will have the same labor category titles. Offerors should use the labor categories that best reflect their understanding of the requirements, and the skill mix required to perform the tasks. Offerors shall use the labor category descriptions in J.1 Attachment C to cross walk to their labor descriptions. The offeror is allowed to include additional labor categories that do not easily map into the standard labor categories. Additional categories shall be very limited if proposed.

Total Labor Cost Tab

This template will populate the labor category titles and fully-burdened fixed hourly labor rates utilizing information from the 'Fixed Hourly Labor Rates Template'. Offerors shall ensure that the proposed staffing plan of the cost volume reconciles with the proposed staffing plan of the technical volume.

For informational purposes only, the Government is informing Offerors that its estimated staffing level is approximately 1.5 WYEs per contract year. A Work Year Equivalent (WYE) is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. Productive labor hours are defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, sick, holiday, etc.).

For informational purposes only, the Government has included estimated productive hours per contract year. Productive hours are defined as the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as productive hours and shall be accounted for in accordance with the Offeror's accounting structure.



Total Contract Price Tab

This template will populate yearly labor costs utilizing information from the 'Total Labor Cost Template'. The spreadsheet will calculate the Total Proposed Contract Cost once the Offeror inserts 'Other Direct Cost (ODC)' information. For informational purposes only, the Government has included estimated travel and presentation material/printing.

In the 'Other Direct Costs' section, Offerors shall insert any additional Other Direct Costs (ODCs) proposed. Additional ODCs proposed shall be inserted into the spreadsheet. Offeror's shall insert the name(s) of the ODC(s) proposed along with the amounts. Offerors must include a brief description of the items, quantities, unit costs, and basis of estimate for additional ODCs proposed.

Technical Tasks Pricing Tab

Offeror's shall complete this template based upon their response in L.12 – Subfactor C: Technical Tasks. A fully supported Cost Proposal shall be submitted including, the proposed skill mix, proposed hours, and contract year one labor rates.



SECTION M

EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION AND EVALUATION FACTORS—TRADE OFFS USING ADJECTIVAL RATINGS

(a) Source Selection

- (1) This competitive acquisition will be conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, “Source Selection,” and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, “NASA formal source selection,” will not apply.
- (2) The attention of Offerors is particularly directed to NFS 1815.305, “Proposal evaluation,” and NFS 1815.305-70, “Identification of unacceptable proposals.”
- (3) Award will be made to the responsible offeror whose proposal meets the requirements of the solicitation and provides the best value to the Government.

(b) Evaluation Factors and Subfactors. The evaluation factors are:

1. Technical Capability
 - a. Organizational Structure and Management Plan
 - b. Technical Approach
 - c. Technical Tasks
2. Past Performance
3. Cost/Price

These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor and subfactor.

(c) Relative Importance of Evaluation Factors

- (1) As individual factors, Technical Capability, Past Performance, and Price are approximately equal in value.

M.2 TECHNICAL CAPABILITY EVALUATION FACTORS

Subfactor A: Organizational Structure and Management Plan

The Government will evaluate the offeror’s proposed organization structure and management plan to effectively meet contract requirements. Consideration will be given to the Offeror’s adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

- a) The proposed organizational structure and key positions and how such structure and proposed key positions will successfully meet contract requirements.



- b) Any proposed teaming relationships, subcontractor arrangements, and the discussion how the structure/positions and arrangements will operate to provide an integrated work effort.
- c) The proposed management and control policies, reporting methods, financial tracking systems, and other management tools.

Subfactor B: Technical Approach

The Government will evaluate the Offeror’s overall understanding and approach to accomplish the requirements of the Statement of Work, with significant emphasis placed on offeror’s provided technical approach to Task Elements 3.1 through 3.6. Restating the SOW does not imply understanding. Consideration will be given to the Offeror’s adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

- a) Proposed approach of methods, disciplines, skills, and techniques the Offeror plans to use in the performance of this work.
- b) Proposed approach to scheduling, assigning, and tracking work activity from initiation to completion.
- c) Proposed approach to quality control systems and adequacy of technical quality standards.
- d) Proposed approach to readily accommodate workload fluctuations in all tasks.
- e) Proposed approach to provide any work innovations or efficiencies
- f) Proposed approach to ensure continual improvement of all contract products, outcomes or deliverables required under the SOW, due to changing technology, business practices, etc.

Subfactor C: Technical Tasks

The Government will evaluate the Offeror’s proposed approach to the Technical Tasks. Consideration will be given to the adequacy, realism, effectiveness, and completeness of the information provided in the below areas:

- a) Offeror’s ability to provide clear, reasonable, logical and technically appropriate approaches.
- b) Offeror’s ability to identify required key technical personnel to effectively meet task requirements.

M.3 TECHNICAL CAPABILITY ADJECTIVAL RATINGS

- (a) Adjective Ratings:

In accordance with NFS 1815.305(a)(3) technical capability shall be evaluated for each offeror using the following adjectival ratings:



<u>ADJECTIVAL RATING</u>	<u>DEFINITIONS</u>	<u>PERCENTILE RANGE</u>
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

(b) The following definitions will be used by the evaluation committee to classify the findings of the evaluation of the Offerors.

	DEFINITION
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
Strength	An aspect of the proposal that will have some positive impact on the successful performance of the contract.
Significant Strength	Some aspect of the proposal that greatly enhances the potential for successful contract performance.

M.4 PAST PERFORMANCE FACTOR (VOLUME II):



The evaluation of past performance will be conducted in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). The Offeror's recent and relevant performance of work similar in size, content, and complexity to the requirements of this acquisition will be evaluated. This evaluation will include past performance of proposed major subcontractors (if applicable). The evaluation will consider the Offeror's inputs and responses from references. The Government may supplement the information contained in the proposal with information obtained from Government organizations and personnel, commercial sources, public information sources, and, if applicable, data gathered during the discussion phase of the evaluation. More weight will be given to recent direct experience and quality of past performance on previous contracts that are highly relevant to the effort defined in this RFP.

Under the Past Performance factor, NASA will evaluate each Offeror's recent record, including the record of any significant subcontractors (if applicable), but not the past performance of individuals who are proposed to be involved in the required work, of performing services or delivering products that are similar in size, work content, and complexity to the requirements of this solicitation. The confidence rating assigned to Past Performance (see below) will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, Government past performance databases, and other references, if any, that the Government may contact for additional past performance information. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating. Offerors are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on the overall evaluation.

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

This factor is not numerically weighted or scored. The Government will evaluate past performance and assign level of confidence ratings as set forth below:



<p>In accordance with NFS 1815.305(a)(2) past performance shall be evaluated for each offeror using the following levels of confidence ratings:</p>	
<p>Very High Level of Confidence</p>	<p>The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.</p>
<p>High Level of Confidence</p>	<p>The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. .</p>
<p>Moderate Level of Confidence</p>	<p>The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.</p>
<p>Low Level of Confidence</p>	<p>The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements. .</p>
<p>Very Low Level of Confidence</p>	<p>The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror’s performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.</p>
<p>Neutral</p>	<p>In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].</p>

M.5 PRICE EVALUATION FACTOR (VOLUME III)

(a) The Government will conduct Price Proposal evaluations in accordance with FAR 15.4. Particular attention will be given to FAR 15.404-1(b) entitled “Price Analysis.” The elements of FAR 15.404-1(b) that will be considered include:



- (1) Comparison of proposed prices received in response to the solicitation.
 - (2) Comparison of proposed prices with independent Government cost estimates.
 - (3) Analysis of pricing information provided by the Offeror.
- (b) The Government's evaluation of the Offeror's Price Proposal will include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offeror as permitted in FAR 15.404-1(g)(3).
- (c) Relatively low prices will also be evaluated by the Government to determine whether there is a risk of default in the event of award to that Offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.
- (d) For purposes of source selection, the total proposed price will be utilized. The total proposed price consists of the sum of the Estimated Contract Year Costs for the five (5) year period of performance.
- (e) The Price Proposal evaluation is not numerically scored nor will receive an adjectival rating. However, Price Proposal evaluation findings will be presented to the SSO for their consideration in the selection process.

M.6 RELATIVE IMPORTANCE OF EVALUATION FACTORS

Overall, in the selection of a Contractor for contract award, Technical, Past Performance and Price Factors will be of essentially equal importance.