

**RFP NNG15470444R**  
**SECTION B OF SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 ESTIMATED COST AND FIXED FEE FOR CORE REQUIREMENTS**

The estimated cost of this contract is \$TBP for the Core Requirement identified in the Statement of Work. The fixed fee is \$TBP for the Core Requirement identified in the Statement of Work. The Total estimated cost and fixed fee is \$TBP for the Core Requirement identified in the Statement of Work.

\* TBP = To Be Proposed.

(End of text)

**B.2 ESTIMATED COST AND FIXED FEE FOR INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) COST-PLUS-FIXED-FEE (CPFF) TASK ORDERS**

The estimated cost is \$(**To Be Negotiated (TBN) on each individual task order**), exclusive of the fixed fee of \$(**TBN on each individual task order**). The total estimated cost and fixed fee is \$(**TBN on each individual task order**).

(End of text)

**B.3 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)**

1. Core Requirement Funding:

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

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

2. IDIQ Task Order Funding:

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

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

(End of clause)

**B.4 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (MAY 2015)**

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A.

See Chart beginning on Next Page

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<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
1	Services and Deliverables in accordance with Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services	As Defined in Attachment A, SOW – Core Services
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders	As Specified in Individual Task Orders	As Specified in Individual Task Orders
3	Task Plans	Section B GSFC 52.216-91 Section I NFS 1852.216-80	As Required in Clause	Electronic Format
4	Reports of Work	Section C GSFC 52.235-92 Section H NFS 1852.235-73	As Required in Clause	As specified in Clause
5	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/Contracting Officer (CO), Contracting Officer's Representative (COR), and Receiving & Inspection
6	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment H	Monthly and Quarterly in accordance with Attachment H	Electronic Format/ CO, COR, Resource Analyst (RA) & Regional Finance Office
7	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Requests–30 days in Advance of Travel Reports–Upon Conclusion of Travel	As specified in Contracting Officer's (CO) travel approval
8	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquire Date	Electronic Format/CO
9	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15 <sup>th</sup> and Final Report	NF 1018 Electronic Submission System (NESS)
10	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Calendar Days of Annual Physical Inventory	Property Administrator
11	Contractor Acquired Government Property Reporting	Section G GSFC 52.245-93	Quarterly by Jan 30, Apr 30, July 30, and Oct 30	Electronic and Hard Copy Format/CO and SEMO, Code 273
12	Contract Historical Data	Section C GSFC 52.211-91 Attachment M	30 Days after Contracting Officer Request	Electronic Format/CO

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<b>Item</b>	<b>Description</b>	<b>Reference</b>	<b>Schedule</b>	<b>Delivery Method/Addressee(s)</b>
13	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
14	Small Business Subcontracting Plan Reporting	Section H GSFC 52.219-90 Section I NFS 1852.219-75	ISR–Semi-Annual (April 30 <sup>th</sup> and October 30 <sup>th</sup> ) and Final SSR–Annual (October 30 <sup>th</sup> )	Electronic Format/ Electronic Subcontract Reporting System (eSRS)
15	Personnel Authorized to Use Motor Pool Vehicles	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
16	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	By the 15 <sup>th</sup> of each Month	Electronic Format/CO and Code 274
17	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15th	<a href="http://fastweb.inel.gov">http://fastweb.inel.gov</a>
18	Reporting of Inventions	Section G NFS 1852.227-72 Section G NFS 1852.227-70 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
19	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment Q	10th Calendar Day of the Month and As Required	Electronic Format and Hard Copy/COR & Code 240
20	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
21	Insurance Notifications	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
22	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
23	IT Security Management Plan	Section I NFS 1852.204-76	30 Days after Contract Effective Date & Annual Updates As Required	Electronic Format/CO

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Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
24	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section H GSFC 52.237-72	30 Days after Contract Effective Date	Electronic Format/CO
25	Service Contract Reporting (Core and IDIQ)	Section I FAR 52.204-14 & FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	www.sam.gov
26	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	<a href="http://netsdata.grc.nasa.gov/">http://netsdata.grc.nasa.gov/</a>
27	Estimate of Recovered Material Content	Section I FAR 52.223-9	Upon Contract Completion	Electronic Format/CO and COR
28	Quality Manual	SOW Section 2.8	60 Days after Contract Effective Date	Electronic Format/CO and COR
29	Reliability and Quality Assurance Plan	SOW Section 2.8.1	60 Days after Contract Effective Date	Electronic Format/CO and COR
30	Government Industry Data Exchange Program (GIDEP) Notification	SOW Section 2.8.1	As Required by SOW	Electronic Format/CO and COR
31	Configuration Management Control Plan	SOW Section 2.9	Within 90 Days after Contract Effective Date	Electronic Format/CO and COR
32	Training and Certification Plan	SOW Section 2.12	90 Days after Contract Effective Date	Electronic Format/CO and COR

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 2 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 3-32, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

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

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is \$100,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is \$28,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

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

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

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 25% of the original maximum amount (Base and Option Periods)

(End of clause)

**B.6 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010)**

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

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

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

(End of clause)

**B.7 GSFC 52.216-94 NONPROPOSED COSTS – CORE REQUIREMENT (FEB 1991)**

(a) The total estimated cost of the Core Requirements of this contract includes the following estimated costs:

Cost Elements	Base Period of Performance		Option 1		Option 2	Total Estimated Cost
	GFY 17	GFY 18	GFY 19	GFY 20	GFY 21	
Materials	\$6,253,021	\$6,253,021	\$6,253,021	\$6,253,021	\$6,253,021	\$31,265,105
Travel	\$705,892	\$730,598	\$756,169	\$778,854	\$802,220	\$3,773,733
<b>Total Non-Proposed Costs</b>	<b>\$6,958,913</b>	<b>\$6,983,619</b>	<b>\$7,009,190</b>	<b>\$7,031,875</b>	<b>\$7,055,241</b>	<b>\$35,038,838</b>

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Note: The following cost element definitions provide examples that may or may not be procured during the life of the contract. See the Statement of Work for additional descriptions and information regarding the identified cost elements.

Materials – These costs are the Government’s best estimate of what the actuals will be. There will be materials purchased to fix equipment or facilities; acquisition of raw materials and components utilized within payload or vehicle support subsystems (i.e. telemetry electrical components, batteries, screws, raw materials and forgings, deployment hardware, etc.); procurement of office supplies and shop consumables; procurement of ground support equipment and general equipment to provide support for ROC II operations (i.e. power supplies, meters, etc.), software licenses and support; and procurement of new ground station equipment.

Travel – Travel assumptions are for campaigns to Alaska, Norway, Kwajalein and Australia as well as maintenance on remote assets. Travel cost estimates were based on historical values, as well as support of the mission set requirements defined in the Range Operations Contract II Statement of Work as noted in Section 2.11, Human Capital Management; 3.2, Project Cost Management; and 5.2.3, Mobile Telemetry Requirements.

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

**B.8 GSFC 52.217-90 OPTION TO EXTEND (SEP 2013)**

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

Option	Period of Performance/Effective Ordering Period	Core Amount		IDIQ Maximum
		Estimated Cost	\$TBP	
1	October 1, 2018 – September 30, 2020	Estimated Cost	\$TBP	\$28,000,000
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	
2	October 1, 2020 – September 30, 2021	Estimated Cost	\$TBP	\$14,000,000
		Fixed Fee	\$TBP	
		Total CPFF	\$TBP	

(End of clause)

**B.9 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)**

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

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

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time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

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

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

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

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

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

(End of clause)

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

**C.1 GSFC 52.211-91 SCOPE OF WORK (MAR 2015)**

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the SUPPLIES AND/OR SERVICES TO BE PROVIDED clause of this contract in accordance with the Statement of Work, Attachment A; Program Management Plan, Attachment B; Contract Historical Data, Attachment M; Risk Management Plan, Attachment N; and task orders issued hereunder.

(End of clause)

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

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE**

(End of clause)

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

- (a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering Core Services and all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under the Core Services and each Task Order for the month being reported. The Core and each individual Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.
- (b) Final Report. The Contractor shall submit a final report for the Core Services and each completed Task Order that summarizes the results of the entire Core contract and each individual Task Order, including recommendations and conclusions based on the experience and results obtained. The final reports should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved. The final Task Order report shall also include the final incurred cost for that Task Order.
- (c) Submission. The Contractor shall submit the report required by this clause as follows:

<b>Copies</b>	<b>Report Type</b>	<b>Addressee</b>	<b>Mail Code</b>
1	M,F	Contracting Officer (CO)	210.I
1	M,F	Contracting Officer's Representative (COR)	840
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

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

(End of clause)

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**SECTION D OF PACKAGING AND MARKING**

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

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

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

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

(End of clause)

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

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

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

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

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

(d) For equipment no longer needed for contract performance and physically transferred under paragraph

(a) of this clause, the following additional data is required:

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

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

**GSFC/Wallops Flight Facility**  
**Building 19, Code 200C**  
**Wallops Island, VA 23337**

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

(End of clause)

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**SECTION E OF INSPECTION AND ACCEPTANCE**

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

(a) *Definition.* “Services,” as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

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

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

**E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)**

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

- ANSI/ISO/ASQ Q9001-2000 Quality Management System (QMS) requirements as documented on-line in the GSFC QMS system

<http://gsfcmanagementsystem.gsfc.nasa.gov/fundamentals.cfm>).

- Reliability and Quality Assurance Plan, Attachment J.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

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(2) When the technical requirements of a subcontract require—

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

**E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT  
(AUGUST 2003)**

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be prepared and distributed as follows:

(1) Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Technical Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

(2) Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

(3) With shipment in waterproof envelope (one copy) for the consignee.

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

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

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

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

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

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

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

(End of clause)

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**SECTION E OF INSPECTION AND ACCEPTANCE**

**E.5 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989)**

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

All technical reports, plans, manuals, progress and financial reports, documents, and lists.

(End of clause)

**E.6 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)**

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

(End of clause)

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**SECTION F OF DELIVERIES OR PERFORMANCE**

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

**F.2 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)**

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

The period of performance of this contract shall be for a period of 2 years from the contract effective date of October 1, 2016. The effective ordering period of the IDIQ portion of this contract coincides with the core services period of performance.

(End of clause)

**F.4 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013)**

The services to be performed under this contact shall be performed at the following location: NASA Goddard Space Flight Center’s Wallops Flight Facility. Alternate temporary duty (TDY) places of performance at NASA’s downrange tracking sites, at fixed and temporary range locations, and locations that may be specified in individual task orders issued.

(End of clause)

**F.5 GSFC 52.247-95 SHIPPING INSTRUCTIONS--NON-CENTRAL RECEIVING (NOV 2012)**

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

GSFC Wallops Flight Facility  
Wallops Island, VA 23337

**Marked for:**

Technical Officer (Name)            Code ??  
Building    ??                            Room ??  
Contract No. ??  
Item(s) No.

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

If any of the above shipping addresses are to the GSFC Wallops Flight Facility, Wallops Island, VA delivery personnel must first stop at Receiving (Building F-19) to provide a copy of the receiving report (DD 250) to Receiving personnel before making delivery to the on-site location(s) specified above. If this is a fixed price type contract, failure to provide the DD 250 to Receiving may result in reduction or non-payment by the Government of any interest penalty under the Prompt Payment Act.

(End of clause)

**F.6 CLAUSES INCORPORATED BY REFERENCE – SECTION F**

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

(End of text)

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**SECTION G OF CONTRACT ADMINISTRATION DATA**

**G.1 NFS 1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)**

**G.2 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE – LICENSING (APR 2015)**

**G.3 NFS 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)**

**G.4 NFS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**

**G.5 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**G.6 NFS 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)**

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

(End of clause)

**G.7 NFS 1852.223-71 FREQUENCY AUTHORIZATION (APR 2015)**

(a) The contractor or subcontractor shall obtain equipment authorization of use of radio frequencies required in support of this contract following the procedures in NPR 2570.1, NASA Radio Frequency (RF) Spectrum Management Manual.

(b) For any experimental, developmental, or operational equipment for which the appropriate equipment frequency authorization has not been made, the Contractor or subcontractor shall provide the technical and operating characteristics of the proposed electromagnetic radiating device to the NASA Center Facility Spectrum Manager during the initial planning, experimental, or developmental phase of contractual performance.

(c) This clause, including this paragraph (c), shall be included in all subcontracts that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

(End of clause)

**G.8 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)**

(a) For purposes of administration of the clause of this contract entitled "New Technology—Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights--Ownership by the Contractor," whichever is included, the installation New Technology and Patent Representatives identified at [http://prod.nais.nasa.gov/portals/pl/new\\_tech\\_pocs.html](http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html) are hereby designated by the Contracting Officer to administer such clause for the appropriate installation. (b) Disclosures of reportable items and of subject inventions, interim new technology summary reports, final new technology summary reports, utilization reports, and other reports required by the applicable "New Technology" or "Patent Rights—Ownership by the Contractor" clause, as well as any correspondence with respect to such matters, shall be directed to the New Technology Representative unless transmitted in response to correspondence or request from the

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Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters shall be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology—Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights—Ownership by the Contractor " clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in [1827.305-270](#) of the NASA FAR Supplement.

(End of clause)

**G.9 RESERVED**

**G.10 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JANUARY 2011)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245-1, Government Property, as incorporated in this contract.

(End of Clause)

**G.11 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) – ALTERNATE I (JAN 2011)**

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only

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within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;  
NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

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

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

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

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

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

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

Ensure that Government property is protected and conserved.

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

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

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

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

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

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

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

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

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

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

(End of clause)

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

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

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

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7,

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Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

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

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

(End of Clause)

**G.13 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)**

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change —

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(End of clause)

**G.14 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)**

For performance of work under this contract, the Government will make available Government property identified in Attachment R or each individual task order, if applicable, on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at downrange tracking location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

**G.15 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)**

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

- (1) The Contractor shall inventory—

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- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
- (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
- (iv) Complete but undelivered deliverables.

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

(b) Unless specifically authorized in writing by the Property Administrator, the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the Property Administrator, when all of the conditions in either (1) or (2) of this paragraph are met.

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

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

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

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

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

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

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

(2) Include additional supporting reports of—

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

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

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

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

(End of clause)

**G.16 NFS 1852.245-82 OCCUPANY MANAGEMENT REQUIREMENTS (JANUARY 2011)**

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

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

(2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of

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Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

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

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

(End of clause)

**G.17 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014)**

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by Goddard Space Flight Center unless otherwise indicated: Contracting Officer, Code 210.

(End of clause)

**G.18 GSFC 52.216-103 SUBMISSION OF VOUCHERS FOR PAYMENT (SEPT 2014)**

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

- (1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
- (2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.
- (3) For interim cost voucher submissions, the vendor shall use the "Cost Voucher" document type in WAWF. **In addition, the vendor shall change the contract type to "Non-DoD Contract (FAR)".**

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

- a. Paying Office Activity Address Code: 803112 (NSSC)
  - b. Admin Office Activity Address Code: 803249
  - c. Ship To Code: 803367
  - d. DCAA DoD Activity Address Code: *[Insert the contractor's cognizant DCAA office from: <http://www.dcaa.mil/> under the "Locator Tab" at the top of the page]*
  - e. Service Approver DoDAAC: 803249
  - f. If submitting "Final Cost Voucher," add Service Approver DoDAAC: 803249
- (4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if

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applicable), and all relevant back-up documentation to support each payment request.

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

*TBD*

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

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

- (c) For both cost voucher and fee submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer. The Contracting Officer may designate other recipients as required.
- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

**G.19 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JAN 2012)**

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

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachments H of Section J of this contract.

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

Distribution shall be as follows:

Contracting Officer, Code 210.I  
E-Mail: Cedric.M.Mitchener@nasa.gov

Contracting Officer’s Representative, 840  
E-Mail: Daniel.R.Wheaton@nasa.gov

Resources Analyst, Code 840  
E-Mail: Vickie.C.Tye@nasa.gov

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

Administrative Contracting Officer (if delegated)

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

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

(End of clause)

**G.20 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (NOV 2013)**

(a) Authorized users. The installation-accountable Government property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office, Code 279, or to the Wallops WICC Help Desk, Code 200.C, as appropriate. The motor pool dispatcher will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State driver's license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

- (1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
- (2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
- (3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

**G.21 GSFC 52.245-93 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (MAR 2014)**

Refer to subparagraph (b)(1)(i) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

- (a) Definition. "Controlled equipment" means all equipment with an acquisition cost of \$5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than \$5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1 and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.
- (b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through NASA inventories and other authorized Federal excess sources for item availability in accordance with NASA FAR Supplement clause 1852.245-70.

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- (c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into the NASA Property, Plant and Equipment System (NASA PP&E). A copy of the GSFC Form 20-4 shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.
  
- (d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4s, or on other forms, shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.
  
- (e) If the contractor maintains a stock inventory of Installation-Accountable Government Property with a minimum average value of \$75,000, the Contractor shall comply with NPR 4100.1. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report; NASA Form 1324, Semi-annual Report of Personal Property Operations (for which periods end March 31 and September 30) and NASA Form 1619, Physical Inventory of Materials Annual Report (for which period ends September 30), within 5 working days of the end of the reporting period. The NASA Forms 1489, 1324 and 1619, should be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer. A copy of NASA Form 1489 should be submitted to Code 157.2, General Ledger.

(End of clause)

**G.22 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY - ON-SITE AND OFF-SITE (MAR 2011)**

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

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

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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

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

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

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NASA FAR Supplement clause 1852.245-75, "Property Management Changes"

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

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

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

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

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

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

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

FAR clause 52.245-2, "Government Property Installation Operation Services"

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

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

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

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

(End of clause)

**G.23 CLAUSES INCORPORATED BY REFERENCE – SECTION G**

Clause(s) G.1 through G.4 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

**H.1 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOVEMBER 2004)**

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**H.2 RESERVED**

**H.3 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**

**H.4 NFS 1852.228-71 AIRCRAFT FLIGHT RISKS (DEC 1988)**

**H.5 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)**

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

(b) The nature of this conflict is in performing this contract, there are situations where the services performed may give rise to the significant potential organizational conflicts of interest listed below. In addition, the specific nature of any potential or actual conflict that may arise during performance of a task order will be identified in each individual task order, as appropriate.

- (1) The Contractor may provide support in terms of preparing specifications or work statements, which would give rise to a biased ground rules organizational conflicts of interest (OCI).
- (2) The Contractor may have access to another company's proprietary, business confidential or financial data and/or nonpublic Government sensitive information, which would give rise to an unequal access OCI.
- (3) The Contractor may be required to perform technical reviews or provide engineering consultation services on its own offers, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s), which could create an impaired objectivity OCI.

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

- (1) If the Contractor, through the performance of the Core requirements and/or task orders issued under this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) To the extent that the Core and/or task order work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.
- (3) If the Contractor, through the performance of the Core requirements and/or task orders issued under this contract, may be required to participate in technical reviews or provide engineering consultation services on its own offers, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s), the Contractor shall be ineligible to perform such work as a prime or first-tier subcontractor.

(End of clause)

**H.6 NFS 1852.223-70 SAFETY AND HEALTH (APR 2002)**

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(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

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(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence –

- (1) Written hazardous operating procedures for all hazardous operations; and/or
- (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

**H.7 NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)**

If authorized to operate Government-owned or –leased vehicles, including interagency fleet management system (IFMS) vehicles or related services in performance of this contract, the Contractor shall report the data describing vehicle usage required by the Federal Automotive Statistical Tool (FAST) by October 15 of each year. FAST is accessed through <http://fastweb.inel.gov/>.

(End of clause)

**H.8 NFS 1852.225-70 EXPORT LICENSES (FEBRUARY 2000) ALT I (FEBRUARY 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 GSFC's Wallops Flight Facility, where the foreign person will have access to export-controlled

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technical data or software.

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

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

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

(End of clause)

**H.9 NFS 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DECEMBER 2006)—  
ALTERNATE II (DECEMBER 2005)**

(a) The Contractor shall submit to the Contracting Officer a final report that summarizes the results of the entire contract, including recommendations and conclusions based on the experience and results obtained. The final report should include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to explain comprehensively the results achieved under the contract.

(b) The final report shall be of a quality suitable for publication and shall follow the formatting and stylistic guidelines contained in NPR 2200.2A, Guidelines for Documentation, Approval, and Dissemination of NASA Scientific and Technical Information. Electronic formats for submission of reports should be used to the maximum extent practical. Before electronically submitting reports containing scientific and technical information (STI) that is export-controlled or limited or restricted, contact the Contracting Officer to determine the requirements to electronically transmit these forms of STI. If appropriate electronic safeguards are not available at the time of submission, a paper copy or a CD-ROM of the report shall be required. Information regarding appropriate electronic formats for final reports is available at <http://www.sti.nasa.gov> under "Publish STI – Electronic File Formats."

(c) The last page of the final report shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) In addition to the final report submitted to the Contracting Officer, the Contractor shall concurrently provide to the Center STI/Publication Manager and the NASA Center for AeroSpace Information (CASI) a copy of the letter transmitting the final report to the Contracting Officer. The copy of the letter shall be submitted to CASI at the address listed at <http://www.sti.nasa.gov> under the "Get Help" link.

(e) Data resulting from this research activity may be subject to export control, national security restrictions or other restrictions designated by NASA; or, to the extent the Contractor receives or is given access to data necessary for the performance of the contract which contain restrictive markings, may include proprietary information of others. Therefore, the Contractor shall not publish, release, or otherwise disseminate, except to NASA, data produced during the performance of this contract, including data contained in the final report and any additional reports required by 1852.235-74 when included in the contract, without prior review by NASA. Should the Contractor seek to publish, release, or otherwise disseminate data produced during the performance of this contract, the Contractor may do so once NASA has completed its document availability authorization review and the availability of the data has been determined.

(f) All publications of any material based on or developed under NASA sponsored projects shall include an acknowledgement similar to the following:

"The material is based upon work supported by the National Aeronautics and Space Administration under Contract Number XXXX."

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Except for articles or papers published in scientific, technical or professional journals, the exposition of results from NASA supported research shall also include the following disclaimer:

"Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the National Aeronautics and Space Administration."

(End of clause)

**H.10 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUGUST 1992) ALT II (OCT 2000)**

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

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

(End of Clause)

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

(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment Q, Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as "onsite"). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall

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follow Steps 1 through 7 in Attachment Q for each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

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

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

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

- (1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
- (2) Make handwritten changes to any other incorrect data.

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

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

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

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

(End of clause)

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

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

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

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

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

- (1) Harassment and Discrimination Announcements  
<http://eeo.gsfc.nasa.gov/policy.html>
- (2) GSFC Workplace Violence Announcement  
[https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document\\_id=21144](https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144)
- (3) GPR 1600.1, GSFC Security Requirements
- (4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
- (5) GPR 1700.1, Occupational Safety Program at GSFC
- (6) GPR 1700.2, Chemical Hygiene Plan
- (7) GPR 1700.8, GSFC Hazard Communication Program
- (8) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
- (9) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
- (10) GPR 1860.1, Ionizing Radiation Protection
- (11) GPR 1860.2, Laser Radiation Protection
- (12) GPR 1860.3, Radio Frequency Radiation Protection
- (13) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
- (14) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
- (15) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
- (16) NPR 3713.3, Anti-Harassment Procedures
- (17) GPD 8500.1, Environmental Policy and Program Management
- (18) GPR 8710.2, GSFC Emergency Management Program Plan
- (19) GPR 8710.7, Cryogenic Safety
- (20) GPR 8710.8, GSFC Safety Program Management
- (21) GPD 8715.1, GSFC Safety Policy
- (22) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports

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

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

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(End of clause)

**H.13 GSFC 52.211-100 CONTRACTOR PROPOSED ENHANCEMENTS (SEP 2013)**

The Contractor shall provide the enhancements that are described in Attachment P. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NNG15470444R for Range Operations Contract (ROC) II. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

**H.14 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (FEB 2014)**

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan (Deviation)" is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation), the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov>.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final Individual Subcontract Report (ISR) must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs)(formerly known as the Standard Form 295), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at <http://esrs.gov> and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219-9 Small Business Subcontracting Plan (Deviation) requires that the Contractor ensure

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that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above. The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

**H.15 GSFC 52.223-91 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (APR 2015)**

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

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to the Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-2559, the COR, and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and [Robert.L.Nock@nasa.gov](mailto:Robert.L.Nock@nasa.gov) and entered into NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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

(End of clause)

**H.16 GSFC 52.223-92 GOVERNMENT PROPERTY--COMPLIANCE WITH SAFETY STANDARDS (APR 2015)**

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing (with a copy to the Wallops Flight Facility Safety Office, Code 803).

(End of clause)

**H.17 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008)**

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

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

(End of clause)

**H.18 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012)**

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

(End of clause)

**H.19 RESERVED**

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**H.20 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006)**

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. "Assigned" means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

**H.21 CRITICAL POSITIONS AND QUALIFICATIONS**

The Contractor's critical personnel assigned to the performance of this contract, as set forth in Attachment S, shall satisfy, as a minimum, the applicable labor category qualifications, both education and experience as required in the performance of this contract. If during the performance of this contract, the Contractor believes that changes to the critical positions identified in the Attachment are required, the Contractor shall submit justification to the Contracting Officer for consideration. Further, whenever in the opinion of the Contractor it may be necessary to employ personnel who do not meet the critical positions' personnel qualifications and experience requirements, a written waiver may be granted by the Contracting Officer upon written request by the Contractor, substantiated by appropriate data and information to support the assignment of such personnel, if in the opinion of the Contracting Officer, it is in the best interest of the Government.

(End of text)

**H.22 GSFC 52.237-73 RELEASE OF SENSITIVE INFORMATION (MAY 2015)**

(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 GSFC 52.237-72, 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 GSFC 52.237-72, 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:

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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 GSFC 52.237-72, 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 GSFC 52.237-72, 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.

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(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)

**H.23 GSFC 52.237-72 ACCESS TO SENSITIVE INFORMATION (MAY 2015)**

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

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

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

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.

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

(6) 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.

(7) 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.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor’s performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

**H.24 CLAUSES INCORPORATED BY REFERENCE – SECTION H**

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Clause(s) H.1 through H.4 of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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- I.1 FAR 52.202-1 DEFINITIONS (NOV 2013)**
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)**
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**
- I.4 FAR 52.203-6 RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)**
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)**  
(b)(3), Inspector General Hotline Posters may be obtained from the NASA Office of Inspector General, Code W, Washington, DC 20546-0001. <http://oig.nasa.gov/hotline.htm>
- I.11 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)**
- I.12 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)**
- I.13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**
- I.14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**
- I.15 FAR 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)**
- I.16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**
- I.17 FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)**
- I.18 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014) [For IDIQ Requirements]**
- I.19 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**
- I.20 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**
- I.21 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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- I.22 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**
- I.23 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
- I.24 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)**
- I.25 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**
- I.26 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)**
- I.27 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
- I.28 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
- I.29 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
- I.30 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**
- I.31 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
- I.32 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) (a)(3) fill in “30<sup>th</sup>”**
- I.33 FAR 52.216-8 FIXED FEE (JUN 2011)**
- I.34 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
- I.35 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2014) (DEVIATION)-ALTERNATE II (OCT 2001)**
- I.36 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
- I.37 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
- I.38 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)**  
(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$TBP or the overtime premium is paid for work—
- I.39 FAR 52.222-3 CONVICT LABOR (JUN 2003)**
- I.40 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014)**
- I.41 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)**
- I.42 FAR 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)**
- I.43 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**

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**I.44 FAR 52.222-26 EQUAL OPPORTUNITY (APR 2015)**

**I.45 FAR 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)**

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

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The contractor shall act as specified by the Director, Office of Federal Contract Compliance programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

**I.49 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)**

**I.50 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)**

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

**I.52 FAR 52.223-1 BIOBASED PRODUCT CERTIFICATION (MAY 2012)**

**I.53 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

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**I.54 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) – ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)**

**I.55 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**

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

**I.57 FAR 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**

**I.58 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**

**I.59 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**

**I.60 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

**I.61 FAR 52.225-1 BUY AMERICAN - SUPPLIES (MAY 2014)**

**I.62 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**

**I.63 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)**

**I.64 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**

**I.65 FAR 52.227-11 PATENT RIGHTS—OWNERSHIP BY CONTRACTOR (MAY 2014) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11 (APR 2015)**

**I.66 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) – AS MODIFIED BY NFS 1852.227-17**

**I.67 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**

**I.68 FAR 52.230-2 COST ACCOUNTING STANDARDS (MAY 2014)**

**I.69 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)**

**I.70 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**

**I.71 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**

**I.72 FAR 52.232-17 INTEREST (MAY 2014)**

**I.73 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

**I.74 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)**

**I.75 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**

**I.76 FAR 52.232-25 PROMPT PAYMENT (JUL 2013) – ALTERNATE I (FEB 2002)**

**I.77 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**

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**I.78 FAR 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)**

**I.79 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**

**I.80 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

**I.81 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**

**I.82 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)**

**I.83 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**

**I.84 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)**

**I.85 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**

**I.86 FAR 52.242-13 BANKRUPTCY (JUL 1995)**

**I.87 FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)**

**I.88 FAR 52.244-2 SUBCONTRACTS (OCT 2010)**

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Professional and Consultant costs as defined in FAR 31.205-33

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None

**I.89 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)**

**I.90 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)**

**I.91 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)**

**I.92 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)**

**I.93 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

(a) Transportation is for the NASA GSFC Wallops Flight Facility and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

(b) Transportation is for the NASA GSFC Wallops Flight Facility and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. **TBD**. This may be confirmed by contacting Contracting Officer, Code 210.W, Wallops Island, VA.

**I.94 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**

**I.95 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)**

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**I.96 FAR 52.245-9 USE AND CHARGES (APR 2012)**

**I.97 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)**

**I.98 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**

**I.99 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)**

**I.100 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)**

**I.101 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)**

**I.102 NFS 1852.203-71 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)**

**I.103 NFS 1852.216-89 ASSIGNMENT AND RELEASE FORMS (JUL 1997)**

**I.104 RESERVED**

**I.105 NFS 1852.219-77 NASA MENTOR-PROTEGE PROGRAM (APR 2015)**

**I.106 NFS 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (APR 2015)**

**I.107 NFS 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)**

**I.108 NFS 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)**

**I.109 NFS 1852.236-73 HURRICANE PLAN (DEC 1988)**

**I.110 NFS 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APRIL 2001)**

**I.111 NFS 1852.243-71 SHARED SAVINGS (MAR 1997)**

**I.112 FAR 52.204-1 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)**

This contract is subject to the written approval of the GSFC Procurement Officer shall not be binding until so approved.

(End of clause)

**I.113 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)**

(a) *Definition.* As used in this clause—

*Commercial and Government Entity (CAGE) code* means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA

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Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Contractor and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Contractor and Government Entity (CAGE) Branch. Requests for changes shall be provided on a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code, to the address shown on the back of the DD Form 2051. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau or NSPA to request CAGE changes. Points of contact for National Codification Bureaus and NSPA, as well as additional information on obtaining NCAGE codes, are available at [http://www.dlis.dla.mil/Forms/Form\\_AC135.asp](http://www.dlis.dla.mil/Forms/Form_AC135.asp).

(e) Additional guidance for maintaining CAGE codes is available at [http://www.dlis.dla.mil/cage\\_welcome.asp](http://www.dlis.dla.mil/cage_welcome.asp).

(End of Clause)

**I.114 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**

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

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(End of clause)

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**I.115 FAR 52.216-18 ORDERING (OCT 1995)**

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

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

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

(End of clause)

**I.116 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$20,000,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 6 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**I.117 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

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

(End of clause)

**I.118 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration.

(End of clause)

**I.119 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

**I.120 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

This Statement is for Information Only: It is not a Wage Determination

<b>EMPLOYEE CLASS</b>	<b>MONETARY WAGE-FRINGE BENEFITS</b>	
<b>LABOR CATEGORIES</b>	<b>HOURLY RATES*</b>	<b>GRADE/STEP</b>
<b>General Schedule (GS) Positions</b>		
1. Accounting Clerk I	\$23.19	GS-9/1

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2. Air Traffic Control Specialist, Terminal (HFO)	\$28.06	GS-11/1
3. Administrative Assistant	\$18.96	GS-7/1
4. Computer Operator III	\$21.00	GS-8/1
5. Computer Systems Analyst III	\$33.63	GS-12/1
6. Electronics Technician Maintenance I	\$25.54	GS-10/1
7. Electronics Technician Maintenance II	\$28.06	GS-11/1
8. Electronics Maintenance III	\$29.00	GS-11/2
9. Engineering Technician III	\$29.93	GS-11/3
10. Photographer IV	\$23.19	GS-9/1
11. Photographer V	\$25.54	GS-10/1
12. Machinery Maintenance Mechanic	\$23.97	GS-9/2
13. Telecommunications Mechanic	\$28.06	GS-11/1
14. Telecommunications Mechanic II	\$29.00	GS-11/2
15. Warehouse Specialist	\$15.31	GS-5/1

\* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave:

Annual Leave Accrual Rates			
Employee Type	Less than 3 years of service *	3 years but less than 15 years of service *	15 or more years of service *
<b>Full-time employees</b>	½ day (4 hours) for each pay period	¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in last pay period	1 day (8 hours) for each pay period
<b>Part-time employees</b>	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status

3. Sick leave:

Sick Leave Accrual	
Description	Time
<b>Full-time employees</b>	1/2 day (4 hours) for each biweekly pay period
<b>Part-time employees</b>	1 hour for each 20 hours in a pay status

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.

5. Retirement at 7 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.

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6. Medicare at 1.45 percent of basic hourly rates for employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of \$118,500.

(End of clause)

**I.121 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2014)**

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

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541,

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the FEDERAL REGISTER no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and

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unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

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(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

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(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

(End of clause)

**I.122 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)--ALTERNATE I (JUL 1995)**

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

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

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Material **(To Be Proposed)** (If none, insert NONE)

.....  
.....  
.....

Identification No.

.....  
.....  
.....

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

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

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

**I.123 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)**

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

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

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

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

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

(2) Submit this estimate to the Contracting Officer or designee.

(End of clause)

**I.124 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)**

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

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

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(2) Class II, including, but not limited to, hydro chlorofluorocarbons

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

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

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

(End of clause)

**I.125 FAR 52.225-8 DUTY-FREE ENTRY (Oct 2010)**

(a) *Definition.* "Customs territory of the United States" means the States, the District of Columbia, and Puerto Rico.

(b) Except as otherwise approved by the Contracting Officer, the Contractor shall not include in the contract price any amount for duties on supplies specifically identified in the Schedule to be accorded duty-free entry.

(c) Except as provided in paragraph (d) of this clause or elsewhere in this contract, the following procedures apply to supplies not identified in the Schedule to be accorded duty-free entry:

(1) The Contractor shall notify the Contracting Officer in writing of any purchase of foreign supplies (including, without limitation, raw materials, components, and intermediate assemblies) in excess of \$15,000 that are to be imported into the customs territory of the United States for delivery to the Government under this contract, either as end products or for incorporation into end products. The Contractor shall furnish the notice to the Contracting Officer at least 20 calendar days before the importation. The notice shall identify the--

- (i) Foreign supplies;
- (ii) Estimated amount of duty; and
- (iii) Country of origin.

(2) The Contracting Officer will determine whether any of these supplies should be accorded duty-free entry and will notify the Contractor within 10 calendar days after receipt of the Contractor's notification.

(3) Except as otherwise approved by the Contracting Officer, the contract price shall be reduced by (or the allowable cost shall not include) the amount of duty that would be payable if the supplies were not entered duty-free.

(d) The Contractor is not required to provide the notification under paragraph (c) of this clause for purchases of foreign supplies if—

(1) The supplies are identical in nature to items purchased by the Contractor or any subcontractor in connection with its commercial business; and

(2) Segregation of these supplies to ensure use only on Government contracts containing duty-free entry provisions is not economical or feasible.

(e) The Contractor shall claim duty-free entry only for supplies to be delivered to the Government under this contract, either as end products or incorporated into end products, and shall pay duty on supplies, or

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any portion of them, other than scrap, salvage, or competitive sale authorized by the Contracting Officer, diverted to nongovernmental use.

(f) The Government will execute any required duty-free entry certificates for supplies to be accorded duty-free entry and will assist the Contractor in obtaining duty-free entry for these supplies.

(g) Shipping documents for supplies to be accorded duty-free entry shall consign the shipments to the contracting agency in care of the Contractor and shall include the—

- (1) Delivery address of the Contractor (or contracting agency, if appropriate);
- (2) Government prime contract number;
- (3) Identification of carrier;
- (4) Notation “UNITED STATES GOVERNMENT, \_\_\_\_\_ [*agency*], \_\_\_\_\_ Duty-free entry to be claimed pursuant to Item No(s) \_\_\_\_\_ [*from Tariff Schedules*] \_\_\_\_\_, Harmonized Tariff Schedules of the United States. Upon arrival of shipment at port of entry, District Director of Customs, please release shipment under 19 CFR part 142 and notify [*cognizant contract administration office*] for execution of Customs Forms 7501 and 7501-A and any required duty-free entry certificates.”;
- (5) Gross weight in pounds (if freight is based on space tonnage, state cubic feet in addition to gross shipping weight); and
- (6) Estimated value in United States dollars.

(h) The Contractor shall instruct the foreign supplier to—

- (1) Consign the shipment as specified in paragraph (g) of this clause;
- (2) Mark all packages with the words “UNITED STATES GOVERNMENT” and the title of the contracting agency; and
- (3) Include with the shipment at least two copies of the bill of lading (or other shipping document) for use by the District Director of Customs at the port of entry.

(i) The Contractor shall provide written notice to the cognizant contract administration office immediately after notification by the Contracting Officer that duty-free entry will be accorded foreign supplies or, for duty-free supplies identified in the Schedule, upon award by the Contractor to the overseas supplier. The notice shall identify the--

- (1) Foreign supplies;
- (2) Country of origin;
- (3) Contract number; and
- (4) Scheduled delivery date(s).

(j) The Contractor shall include the substance of this clause in any subcontract if—

- (1) Supplies identified in the Schedule to be accorded duty-free entry will be imported into the customs territory of the United States; or

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(2) Other foreign supplies in excess of \$15,000 may be imported into the customs territory of the United States.

(End of clause)

**I.126 FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUNE 2000)**

(a) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(b) The Contractor shall use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the--

U.S. Department of the Interior  
Bureau of Indian Affairs (BIA)  
Attn: Chief, Division of Contracting and  
Grants Administration  
1849 C Street, NW  
MS-2626-MIB  
Washington, DC 20240-4000

The BIA will determine the eligibility and notify the Contracting Officer. No incentive payment will be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the adjustment to the prime contract is 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

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(c) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer will seek funding in accordance with agency procedures

(End of clause)

**I.127 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 (APR 2015)**

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

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

"Computer software"-

(1) Means

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

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights.

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

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

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

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

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

(2) The Contractor shall have the right to-

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

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

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

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

(c) Copyright-

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

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

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

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

(iv) The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government's non-exclusive worldwide license in the copyright.

**GOVERNMENT RIGHTS NOTICE**

This work was authored by employees of [*insert the name of the Contractor*] under Contract No. [*insert contract number*] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

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

(i) Identifies the data; and

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

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

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

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

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

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

(4)(i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer

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software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.

(ii) The prohibition on “release to others”, as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors’ use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer’s prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(e) Unauthorized marking of data.

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

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

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

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

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

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

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(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

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

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. \_\_\_\_\_ (and subcontract \_\_\_\_\_, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data

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outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure:

- (i) Use (except for manufacture) by support service contractors.
- (ii) Evaluation by nongovernment evaluators.
- (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.
- (iv) Emergency repair or overhaul work.
- (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
- (vi) or any other legitimate government use

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

(End of notice)

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

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be-

- (1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- (2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- (3) Reproduced for safekeeping (archives) or backup purposes;
- (4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and
- (6) Used or copied for use with a replacement computer and other legitimate government use.

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

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

(End of notice)

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

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

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

(End of clause)

**I.128 FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUNE 1987)**

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

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

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

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

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(End of clause)

**I.129 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

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

(End of clause)

**I.130 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

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

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

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

(End of clause)

**I.131 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)**

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

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

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

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

NASA/Goddard Space Flight Center  
Wallops Flight Facility  
Code 210.W/Attn: TBD  
Wallops Island, VA 23337

(End of clause)

**I.132 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

For Federal Acquisition Regulation (FAR) clauses, see

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<https://www.acquisition.gov/?q=browsefar>

For NASA FAR Supplement (NFS) clauses, see

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

(End of clause)

**I.133 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of clause)

**I.134 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

**I.135 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)**

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

(End of Clause)

**I.136 NFS 1852.215-84 OMBUDSMAN (NOVEMBER 2011) – ALTERNATE I (JUNE 2000)**

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

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

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

(End of clause)

**I.137 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)**

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

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

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 15 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.

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(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.

(End of clause)

**I.138 RESERVED**

**I.139 RESERVED**

**I.140 NFS 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)**

When submitting Individual Subcontracting Reports in eSRS in accordance with FAR 52.219-9(1)(1), the contractor shall enter goals as a percentage of total contract value as well as a percentage of total subcontract dollars.

(End of clause)

**I.141 NFS 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)

**I.142 NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (APR 2015) (DEVIATION)**

(a) Definitions –

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

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

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

(b) NASA's OCIO must review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems. The OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system proposed to be provided:

- (1) A brief description of the item(s);
- (2) Vendor/manufacturer's company name and address; and
- (3) If known, manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) to the NASA OCIO which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system the NASA OCIO deems to be high impact or moderate impact unless it is determined the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system to be provided under the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system.

(End of clause)

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**I.143 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**I.144 NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)**

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

**I.145 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)**

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

“*Government-furnished computer software*” or “*GFCS*” means computer software:

(1) In the possession of, or directly acquired by, the Government whereby the Government has title or license rights thereto; and

(2) Subsequently furnished to the Contractor for performance of a Government contract.

“*Computer software*,” “*data*” and “*technical data*” have the meaning provided in the Federal Acquisition Regulations (FAR) Subpart 2.1—Definitions or the Rights in Data—General clause (FAR 52.227-14).

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(b) The Government shall furnish to the Contractor the GFCS described in this contract or in writing by the Contracting Officer. The Government shall furnish any related technical data needed for the intended use of the GFCS.

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

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

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

(3) Allocation of rights associated with any GFCS or related technical data modified or enhanced under this contract shall be defined by the FAR Rights in Data clause(s) included in this contract (as modified by any applicable NASA FAR Supplement clauses). If no Rights in Data clause is included in this contract, then the FAR Rights in Data—General (52.227-14) as modified by the NASA FAR Supplement (1852.227-14) shall apply to all data first produced in the performance of this contract and all data delivered under this contract.

(4) The Contractor may provide the GFCS, and any modified or enhanced versions thereof, to subcontractors as necessary for the performance of work under this contract. Before release of the GFCS, and any modified or enhanced versions thereof, to such subcontractors (at any tier), the Contractor shall insert, or require the insertion of, this clause, including this paragraph (c)(4), suitably modified to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause.

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

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

(1) Increase or decrease the amount of GFCS under this contract;

(2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract;

(3) Withdraw authority to use the GFCS or related technical data; or

(4) Instruct the Contractor to return or dispose of the GFCS and related technical data.

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

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

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the GFCS and related technical data by the Contractor, a subcontractor, or by any person to whom the Contractor has released or disclosed such GFCS or related technical data.

(h) *Flow-down of Waiver of Claims and Indemnification.* In the event a contract includes this NASA FAR Supplement clause 1852.227-88, the Contractor shall include the foregoing clause 1852.227-88(g), suitably modified to identify the parties, in all subcontracts, regardless of tier, which involve use of the GFCS and/or related technical data in any way. At all tiers, the clause shall be modified to define GFCS as it is defined herein and to identify the parties as follows: references to the Government are not changed, and in all references to the Contractor the subcontractor is substituted for the Contractor so that the subcontractor has all rights and obligations of the Contractor in the clause. In subcontracts, at any tier, the Government, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause 1852.227-88 constitute a contract between the subcontractor and the Government with respect to the matters covered by the clause.

(End of clause)

**I.146 CLAUSES INCORPORATED BY REFERENCE – SECTION I**

Clause(s) I.1 through I.45 and I.48 through I.111 in this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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**SECTION J OF LIST OF ATTACHMENTS**

**J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (MAY 2015)**

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

Attachment	Description	Date	No. of Pages (including the cover page)
A	Statement of Work, including Enclosure 1, Cost Mission Model and Enclosure 2, Core Sustaining Engineering Modeling	April 9, 2015	72
B	Program Management Plan (PMP)	TBP	TBP
C	Direct Labor Rates, Indirect Rates and Fee/Profit Matrices	TBP	TBP
D	Installation-Accountable Government Property List	June 2, 2014	108
E	Safety and Health Plan	TBP	TBP
F	Small Business Subcontracting Plan	TBP	TBP
G	Information Technology (IT) Security Management Plan	TBS 30 Days After Contract Effective Date	TBS
H	Financial Management Reporting Requirements	September 2014	5
I	Department of Labor Wage Determinations (WD) No.: 1. 2005-2095, Rev 15 2. CBA-2015-7676 3. CBA-2014-7190 4. CBA-2015-7601 5. CBA-2015-7733	Dec. 22, 2014 May 22, 2015 Oct. 20, 2014 Apr. 13, 2015 Jun, 10, 2015	10 pages 31 pages 30 pages 34 pages 35 pages
J	Reliability and Quality Assurance Plan	TBS 60 Days After Contract Effective Date	TBP
K	DD Form 254, Contract Security Classification Specification	December 1, 2014	2
L	Organizational Conflicts of Interest Avoidance Plan	TBS 30 Days After Contract Effective Date	TBS
M	Contract Historical Data	March 2015	3
N	Risk Management Plan (RMP)	TBP	TBP
O	IT Security Applicable Documents List	March 2015	12
P	Contractor Proposed Enhancements	TBP	TBP
Q	Personal Identity Verification (PIV) Card Issuance Procedures	June 2014	5
R	Government-Furnished Property List	December 3, 2014	136
S	Critical Positions and Qualifications	TBP	TBP

TBS = To Be Submitted; TBP = To Be Proposed

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 517919

(2) The small business size standard is \$32.5M.

(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.

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- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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

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

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

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

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

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

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

*[Contracting Officer check as appropriate.]*

X\_ (i) 52.204-17, Ownership or Control of Offeror.

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

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

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

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

\_ (vi) 52.227-6, Royalty Information.

\_ (A) Basic.

\_ (B) Alternate I.

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

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

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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.2 NFS 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (APRIL 2015)**

- (a) In accordance with sections 543 and 544 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), sections 540 and 541 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), sections 536 and 537 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and sections 744 and 745 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), 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 a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
  - (2) Was 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 a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further 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 of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

**K.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

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

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (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 FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

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(End of provision)

**K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (MAY 2012)**

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
- (ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

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The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ] Yes [ ] No

(End of provision)

**K.5 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

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

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**K.6 NFS 1852.209-76 REPRESENTATION BY ENTITIES ON RESTRICTIONS OF WHISTLEBLOWING (DEVIATION) (APRIL 2015)**

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that —

(1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing nondisclosure of classified information.

(b) The offeror represents that —

It does [ ] does not [ ] require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

**K.7 NFS 1852.209-74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (DEVIATION) (APR 2015)**

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

(a) In accordance with section 527 of the Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L. 112-55), section 525 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), section 523 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and section 523 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by these Acts may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

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

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

Firm \_\_\_\_\_  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of execution \_\_\_\_\_

(End of provision)

**K.8 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA REPRESENTATION (DEVIATION) (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-development items are excepted from the prohibition as they constitute purchase of goods and 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.9 NFS 1852.239-73 REVIEW OF THE OFFEROR’S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (APR 2015) (DEVIATION)**

(a) Definitions –

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

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

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

(b) NASA’s OCIO must review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system. NASA’s OCIO will use the security categorization in the National Institute of Standards and Technology’s (NIST) Federal Information Processing Standard Publication 199, “Standards for Security Categorization of Federal Information and Information Systems” to determine whether an IT system is high-impact or moderate-impact.

(c) The apparent successful offeror shall provide the following information for all IT systems offered:

- (1) A brief description of the item(s);
- (2) Vendor/manufacturer’s company name and address; and
- (3) If known, manufacturer’s web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) to the NASA OCIO. NASA shall reject any IT system the OCIO deems to be a high-impact or moderate-impact unless it is determined that the acquisition is in the national interest of the United States. NASA’s OCIO reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

(End of provision)

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

FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUL 2013)  
FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT  
FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)  
FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)  
FAR52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)  
FAR 52.215-22 LIMITATION OF PASS-THROUGH CHARGES-IDENTIFICATION OF  
SUBCONTRACTORS EFFORT (OCT 2009)  
FAR 52.222.24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION  
(FEB 1999)  
FAR 52.222-46 EVALUATIONS OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB  
1993)  
FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE  
PLAN (MAR 2015)  
NFS 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)  
NFS1852.227-84 PATENT RIGHTS CLAUSES (APR 2015)

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

Activity: Range Operations Contract II (ROC II)

Complete address of Procurement Library:

<https://foiaelibrary.gsfc.nasa.gov>

Person to be contacted: Cedric M. Mitchener, Contracting Officer  
Telephone number: (301) 286-2142  
E-mail Address: Cedric.M.Mitchener@nasa.gov  
Time(s) for viewing: Available 24/7 via internet

(End of provision)

**L.3 FAR 52.215-96 COMMUNICATIONS REGARDING THIS SOLICITATION (AUG 2000)**

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

Name: Cedric M. Mitchener, Contracting Officer

Phone: (301) 286 - 2142  
(Collect calls not accepted)

FAX: NONE

E-Mail: Cedric.M.Mitchener@nasa.gov  
(Preferred Method)

\*Address: NONE

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

The Government will answer relevant and appropriate questions regarding this solicitation. Any offeror

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questions should be submitted as soon as possible.

(End of provision)

**L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) Core contract with CPFF Indefinite Delivery Indefinite Quantity (IDIQ) for task orders from this solicitation.

(End of provision)

**L.5 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)**

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

Dock Master  
Goddard Space Flight Center/Wallops Flight Facility  
Wallops Island, VA 23337  
Building F-19 – Shipping and Receiving Dock  
Prominently mark the envelope or package as follows:

Protest: NNG15470444R

Attn: Cedric Mitchener, Contracting Officer

GSFC Mail Code: 210.I/Bldg. 8

Contracting Officer's Phone Number: (301) 286-2142

(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.6 FAR 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

**L.7 FAR 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

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this/these address(es):

Federal Acquisition Regulation (FAR) provisions:

<https://www.acquisition.gov/?q=browsefar>

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

**L.8 RESERVED**

**L.9 NFS 1852.223-73 SAFETY AND HEALTH PLAN (APR 2015)**

(a) The offeror shall submit a detailed Safety and Occupational Health Plan as part of its proposal (see NPR 8715.3, NASA General Safety Program Requirements Manual, Appendix E).

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

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

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

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

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

(End of provision)

**L.10 NFS 1852.228-80 INSURANCE -- IMMUNITY FROM TORT LIABILITY (SEPTEMBER 2000)**

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract: (a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at **FAR 52.228-7**, Insurance -- Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance -- Partial Immunity From Tort Liability, will be included in the contract.

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(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance -- Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

**L.11 NFS 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)**

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

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

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

(d) The offeror shall require all service subcontractors provide, as part of their proposal, the information identified in (a) through (c) of this provision for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of provision)

**L.12 NFS 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.13 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JANUARY 2011)**

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

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

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Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial Number
See Attachments D and R						

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

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

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

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

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

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

(h) Existing Government property may be reviewed at the Industry Day.

(End of provision)

**L.14 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)**

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

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2,

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Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property.

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

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

(End of provision)

**L.15 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (JUL 2014)**

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A,(including Enclosure 1, Core Mission Modeling and Enclosure 2, Core Sustaining Engineering Projects Model), RTO 1 under Exhibit 20, entitled “Commercial Resupply Services Program Range Support Services”, and RTO 2 under Exhibit 21, entitled “Replacement of Wallops Range Airport Surveillance Radar”. Generally, the proposal should:

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

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

As part of the Request for Proposal, the offeror shall respond to how they would approach two Representative Task Orders (See L.18) **THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK OR PRODUCE ANY DELIVERABLES ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP.**

(a) **PROPOSAL FORMAT AND ORGANIZATION**

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

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

(2) Offerors and proposed significant subcontractors for cost proposal purposes [defined as any

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subcontract that is likely to exceed 25% of the proposed Core requirements value (Base plus all Option periods)] shall include one (1) additional separately packaged hardcopy of their Cost Proposal, marked "Enter correct RFP number/NASA Proposal Evaluation Material", which the Government will forward to the cognizant Defense Contract Audit Agency (DCAA) office with their audit request.

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

(4) Two electronic copies of the offeror's proposal, designating one as "back-up," shall be submitted (in addition to the hardcopies specified above) in Microsoft Office Word (compatible with Word 2010) or Adobe Portable Document Format (PDF) (compatible with version X). While the RFP provides the Cost Volume exhibits in PDF format, Offerors shall submit all Cost Volume exhibits in Microsoft Office Excel format (compatible with Excel 2010) and the exhibits shall contain all formulas. Instructions for converting from PDF format to Excel can be found in the Cost Volume Instructions provision. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. The offeror shall provide written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The offeror must certify that the electronic medium is virus free.

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

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

#### (b) PROPOSAL CONTENT AND PAGE LIMITATIONS

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

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<b>Proposal Component</b>	<b>Volume</b>	<b>Reference</b>	<b>Page Limitations</b>
<b>Offer Volume</b>	<b>I</b>	<b>L.16</b>	<b>None</b>
<b>Mission Suitability Volume</b>	<b>II</b>	<b>L.18</b>	<b>Mixed</b>
Mission Suitability Proposal			<b>150 Pages Total</b>
Cover Page, Indices, Statement of Work (SOW) Compliance Matrix, Total Compensation Plan, Phase-in Plan, Safety and Health Plan, and Small Business Utilization Subfactor, Written Position Qualifications / Critical Positions and Qualifications, Program Management Plan (PMP), and Risk Management Plan (RMP)			<b>Excluded</b>
<b>Cost Volume</b>	<b>III</b>	<b>L.19</b>	<b>Mixed</b>
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment C)			<b>None</b>
(b) Cost Exhibits			<b>None</b>
(c) Basis of Estimates			<b>2 Pages per WBS Level 3</b>
<b>Past Performance Volume</b>	<b>IV</b>	<b>L.20</b>	<b>Mixed</b>
(a) Information from the Offeror			<b>20 Pages**</b>
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Small Business Subcontracting Plan History, Customer Evaluations, Termination/Descop information, and List of Acronyms			<b>Excluded</b>

\*Prime Offeror individually and each significant subcontractor individually.

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

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

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

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost volume of your proposal is not page limited, except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

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(4) The Government intends to evaluate proposals and award contract(s) without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror in accordance with NFS 1815.204-70(b).

(End of provision)

**L.16 GSFC 52.215-203 OFFER VOLUME (MAR 2015)**

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through <https://www.acquisition.gov>, in accordance with provision K.1, Annual Representations and Certifications (52.204-8). The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. **All SF 33s require original signatures.**

(1) It is requested that offerors indicate, in Block 12 of the SF 33, a proposal validity period of at least 210 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

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

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT

TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an offeror if award is made without discussions, or may otherwise affect an offeror's competitive standing.

(c) ADDITIONAL INFORMATION TO BE FURNISHED

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(1) Business Systems

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

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

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must demonstrate a convincing basis for using that system as a basis for determining their own adequacy. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) Contract Administration

Furnish the information listed below:

- a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.
- b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
- c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns).

(5) Government Property

Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Section L of this solicitation contains NASA FAR Supplement provisions 1852.245-80, "Government Property Management Information" and 1852.245-81, "List of Available Government Property." The information required by these two

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provisions shall be included in this volume. However, if an analysis of the Offeror's property management policies, procedures, practices, and systems has not been previously performed by the Government, the Offeror shall describe their internal processes, systems, procedures, records, and methodologies to be employed to ensure effective and efficient control of Government property under this contract in accordance with the requirements specified in FAR 52.245-1, Government Property.

#### (6) Waiver of Rights to Inventions

This solicitation contains NASA FAR Supplement (NFS) clause 1852.227-70, "New Technology—Other than a Small Business Firm or Nonprofit Organization" and NFS provision 1852.227-71, "Request for Waiver to Rights to Inventions". Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

#### (7) Cost Accounting Standards

State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Provision K.4, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement. If the Offeror has not submitted a Disclosure Statement, but would fall under CAS compliance if awarded the resultant contract, then a CAS Disclosure Statement shall be submitted as part of your proposal. The Government will forward the Disclosure Statement to the cognizant contract administration office with its request for review of the submitted CAS Disclosure Statement.

#### (8) Subcontractor Listing

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

#### (9) Contract Security Classification

In accordance with Attachment K, Contract Security Classification Specification (DD Form 254), Offerors shall possess a Secret level facility security clearance for performance of this contract and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. If an Offeror does not have this required clearance at the time of proposal, they shall describe in detail their approach for obtaining this clearance prior to the effective date of the contract (at the end of contract phase-in, if applicable). For proposals submitted as joint ventures, the facility clearance must be granted in the name of the joint venture and the joint venture CAGE code shall be provided.

#### (10) Organizational Conflicts of Interest

Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1, Attachment L, Organizational Conflicts of Interest Avoidance Plan. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the

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Contracting Officer shall incorporate the approved plan into the contract, as a compliance document.

(End of provision)

**L.17 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (SEPT 2014)**

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

**1. External Marking of Proposal Package(s)**

All proposal packages must be closed and sealed.

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

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

"NASA/Wallops Flight Facility  
Wallops Island, VA 23337  
Building F-19 — Shipping and Receiving  
Solicitation Number NNG1547044R  
Attn: Cedric M. Mitchener and Bernard Pagliaro  
Building E105, Room 323"

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

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING F-19 SHIPPING AND RECEIVING, NO LATER THAN THE DATE AND TIME STATED ON THE SOLICITATION FACE PAGE."

**2. Designated Receiving Office**

The designated receiving office for proposals is Building F-19 Shipping and Receiving, Wallops Flight Facility, which must be accessed from the front Gate of Wallops Flight Facility. Proposals must be received at the designated receiving office **no later than the date and time stated on the solicitation face page**.

Building F-19 Shipping and Receiving is open from 8:00 AM to 3:30 PM, Monday through Friday, except Government holidays. Contractor personnel perform the Wallops Flight Facility receiving function, which includes mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contracting Officer.

There is no public access to Building F-19 Shipping and Receiving. Wallops Flight Facility badges, escorts, etc. are required for access to Building F-19 and it is the sole responsibility of the offeror to request access from the Contracting Officer, if needed. The Government will not be responsible for offerors not officially requesting access from the Contracting Officer at least 7 days in advance of the date and time stated on the solicitation face page if access to Wallops Flight Facility is required for delivery of a proposal.

**3. Methods of Proposal Delivery**

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail  
Commercial Delivery Service  
Delivery by company employee or other individual agent

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**It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.**

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

**L.18 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE)  
(JAN 2015)**

Contents of Mission Suitability Volume Instructions

1. General Instructions
2. Mission Suitability Volume Format
3. Mission Suitability Instructions by Subfactor

**1. General Instructions**

The Mission Suitability Volume shall be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Volume must demonstrate that the offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the Mission Suitability Volume. It must not be incorporated by reference.

Offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the offeror must clearly define the enhancement(s) in Contract Attachment P, "Contractor Proposed Enhancements." In addition, the offeror must describe the associated benefit(s) of the proposed enhancement(s) in their Mission Suitability Volume under the applicable Mission Suitability subfactor(s). The offeror shall include Contract Attachment P as part of the model contract in the Contract Volume of their proposal. The offeror may receive credit for the proposed enhancement(s) only to the extent of its description in Attachment P, and the associated benefits explained in its Mission Suitability Volume. Inconsistent statements about any enhancement(s) in an offeror's proposal may result in a neutral or negative evaluation by the Government. Enhancement(s) may also result in a positive, neutral, or negative evaluation in spite of the Government's right to waive an enhancement(s) during contract performance in accordance with the GSFC 52.211-100, "Contractor Proposed Enhancements," clause in Section H of the contract. If the successful offer does not include any proposed enhancements, GSFC clause 52.211-100 and Attachment P will be removed from the resultant contract.

**2. Mission Suitability Volume Format**

The Mission Suitability Volume must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A – Technical Approach
- Subfactor B – Management Approach
- Subfactor C – Small Business Utilization (SBU)

The Work Breakdown Structure (WBS) contained in Attachment H, Financial Management Reporting Requirements, of this solicitation shall be used to structure the Mission Suitability Volume for each of the subfactors. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." For the purpose of NF 533 reporting under the actual contract, offerors

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may propose a different WBS more tailored to the way the work is to be performed or to the offeror's management or reporting systems for consideration by the Government. However, the Mission Suitability Volume and the Cost Volume must follow the provided WBS.

#### 3. Mission Suitability Instructions by Subfactor

##### Subfactor A – Technical Approach

The offeror's technical approach shall demonstrate an understanding of the requirements and describe the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach shall address the following critical elements of the Statement of Work (SOW) in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent problems associated with the objectives of this procurement: SOW Section 3.1, Project Requirements Management; SOW Section 4.1, Sustaining Engineering Management; SOW Section 5, Operations and Maintenance; and SOW Section 6.5.1, Airfield Requirements (see additional specific SOW instructions below). The offeror shall define their approach and solutions for the unique Wallops Range challenges by addressing solutions that impact responsiveness to customer requirements and an ability to implement effective technical solutions for the overall safety and success of the missions at the Wallops Range. The unique challenges at the Wallops Range include: range hardware and software systems obsolescence; severely limited budgets to meet ever increasing maintenance initiatives; and operations workload and requirements complexity.

The offeror shall specifically address SOW Section 3.1, Project Requirements Management; SOW Section 4.1, Sustaining Engineering Management; SOW Section 5, Operations and Maintenance; and SOW Section 6.5.1, Airfield Requirements, as instructed below.

The offeror's technical approach shall address SOW Section 3.1, Project Requirements Management. To address this section, the offeror shall define its approach to requirements management, including implementation architectures and solutions, testing, issues, risks, and operations schedules and how all of these integrate into a proposed quality management approach.

The offeror shall address SOW Section 4.1, Sustaining Engineering Management. To address this section, the offeror shall demonstrate an understanding of the activities necessary to meet the objectives of the SOW, and how the activities and objectives are dependent on an effective instrumentation systems maintenance and sustainment program.

The offeror shall address SOW Section 5, Operations and Maintenance. The proposal shall address support requirements, i.e., personnel, travel, instrumentation systems, management, and contingency planning germane to the Core Mission Model and Core Sustaining Engineering Model. The response shall address all operations and maintenance activities from initiation to closeout. The offeror's proposal shall describe the management, coordination, and operations approaches necessary to support the Core requirements.

The offeror's proposal shall describe any non-standard support, operations, or instrumentation systems in the response to SOW Section 6.5.1, Airfield Requirements. To address this section, the offeror's proposal shall describe its approach for training and maintaining air traffic management services with increasing aircraft and Unmanned Aircraft Systems (UAS) traffic. The offeror's proposal shall also address how it intends to maintain and sustain the Wallops Airfield systems to ensure safe and reliable services.

For each Representative Task Order (RTO), the offeror shall provide written task plans (also referred to as Task Implementation Plans (TIPs)) addressing each representative task provided under Exhibit 20, Representative Task Order #1, Commercial Resupply Services Program Range Support Services, and Exhibit 21, Representative Task Order #2, Replacement of Wallops Range Airport Surveillance Radar, as well as an associated staffing exhibit with direct labor categories and associated labor hours for each RTO. The TIPs shall also discuss the roles and responsibilities of the proposed staffing/skill mix to accomplish the RTOs while meeting the SOW requirements. The TIPs shall be specific, detailed, and complete to

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demonstrate a clear and full understanding of the objectives of the RTO, potential technical problems, risks, critical issues and possible problem mitigation/resolution. Any assumptions made in preparing a response to these RTOs must be clearly stated. The TIPs shall describe the management, coordination, and operations requirements necessary to support the RTOs. The TIPs shall address all activities associated with the RTOs from initiation to closeout. The TIPs shall address support requirements i.e., personnel, travel, instrumentation systems, management, and contingency planning germane to each RTO. The offeror's TIPs shall address any non-standard support operations, or instrumentation systems. For all major deliverables and milestones, the offeror shall demonstrate its approach in aiding project implementation and readiness of those services provided by the Government for the entire task period of performance. The offeror shall discuss technical approaches, tradeoffs, identification of potential technical problems, risks and critical issues to increase productivity.

#### **Subfactor B – Management Approach**

The offeror shall provide a comprehensive Program Management Plan (PMP) that, following Government approval, will be incorporated into the Contract as Attachment B, as noted in Clause J.1. The offeror's PMP shall describe its overall program management approach, including discussion of processes, standards, policies and key management information systems to ensure delivery of services and products in accordance with the requirements. The PMP shall describe an approach to integrating additional task orders and managing risks. The offeror's PMP shall address its approaches to implementing and its approach for dealing with fluctuating program requirements and mission sets during competing support requirements for both Core and Task Order activities. The PMP shall describe the proposed interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated. The PMP shall identify any current company quality certifications that are applicable to the requirements and clearly define how these technical certifications will add benefit in any manner, with relevant examples. The PMP shall define the Program Manager's interfaces with corporate management, Government management, and local management support staff.

The offeror's management process shall demonstrate its approach to addressing proposal task requests in a timely manner required for range operations. The offeror shall identify the processes for project management, configuration control, schedule and cost control.

The offeror shall describe approaches to provide sustaining engineering services that address non-maintainable or failed components and perform preventive and sustaining maintenance actions for aging systems performance issues that may exist to ensure systems availability for critical range operations. The offeror shall provide its approach to providing engineering upgrades, including its plan for implementing contingency plans, maintenance of systems, providing engineering personnel training, process improvements, and control services during time periods between mission operations. The offeror shall define how engineering upgrades driven by operations customer requirements will be managed and how contingency plans will be implemented into the offeror's management philosophy.

The offeror shall provide a comprehensive Risk Management Plan (RMP) that, following Government approval, will be incorporated into the Contract as Attachment N, as noted in Clause J.1. The offeror's RMP shall identify the most significant risks and risk mitigations associated with range operations at Wallops Flight Facility and locations worldwide. The RMP shall provide the risk mitigation approaches identified by the offeror, the approach to integrating risk mitigation strategies into the technical approach, and the degree to which the offeror's identified risks demonstrate their overall technical understanding of the requirements.

The offeror shall provide a staffing plan that describes how the offeror intends to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The offeror shall explain any consolidations, improvements, and other changes in detail with rationale for every action. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. The offerors proposal shall describe what effort will be undertaken to recruit staff not currently in

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the company employ. Offerors shall also provide a backup plan that describes the approach the offeror would take if its primary staffing approach was not successful.

Offerors shall provide written position qualifications for the specific labor categories proposed for this requirement. Offerors shall address the minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position. All position qualifications will be incorporated into the resultant contract in Attachment C, Section 6.

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

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

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

In accordance with the Exhibits 14A and 14B "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include Exhibits 14A and 14B but should reference where the information appears in the Cost Volume.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The offeror shall describe the positions considered critical to meet the requirements of the contract. The descriptions shall include the rationale for identifying these positions as critical. The descriptions shall also include a list of the qualifications associated with each position. The list shall include the position title, to which the position reports, summary of duties and responsibilities, and minimum education and minimum experience qualifications required for the position.

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

The offeror shall provide a Safety and Health Plan (SHP) in accordance with NFS Provision 1852.223-73, "Safety and Health Plan". The SHP shall describe the offeror's approach to comply with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements." The offeror shall indicate if any of the

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standard contents of the SHP, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

The SHP shall address the Offeror’s approach to handling the hazardous materials identified in Section I, “Hazardous Material Identification and Material Safety Data” (FAR 52.223-3--Alternate I), if applicable.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website: <http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

The offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

**Subfactor C – Small Business Utilization (SBU)**

All offerors, except small businesses, must complete the portion of the instructions under Small Business Subcontracting specific to Small Business Subcontracting Plans. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All offerors are required to complete the instructions regarding the Commitment to Small Businesses.

(a) Small Business Subcontracting

Small Business Subcontracting Plan (the Plan) Required by the FAR:

- (1) This solicitation contains FAR clause 52.219-9 (Deviation)--Alternate II, “Small Business Subcontracting Plan”. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.
- (2) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the, Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value) is as follows:

Small Businesses (SB)	23.0%
Small Disadvantaged Business Concerns (SDB)	5.0%
Women-Owned Small Business Concerns (WOSB)	3.5%
Historically Black Colleges and Universities (HBCU)	0.5%
HUBZone Small Business Concerns (HBZ)	0.5%
Veteran-Owned Small Business Concerns (VOSB)	2.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	0.5%

(3) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. When appropriate, an offeror may discuss plans to phase-in small business concerns, explaining the rationale for the phase-in schedule. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by FAR clause 52.219-9 (Deviation) Small Business Subcontracting Plan, the offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

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(4) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities and are encouraged to propose goals exceeding the recommended goals where practical.

(5) The Plan submitted with the proposal shall be incorporated in Section J as Attachment F in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$650,000 or \$1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a) (2) above in terms of percent of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value). NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the offeror plans during performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9 (DEVIATION)--Alternate II, offeror’s shall complete Exhibits 17A, 17B, and 17C, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror’s proposed goals, by small business category, expressed in terms of both a percent of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value) and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A PERCENT OF TOTAL SUBCONTRACTS, NOT AS A PERCENT OF Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value), REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value)of \$100M and estimated subcontracts of \$50M.

	<i>Column A</i>	<i>Column B</i>	<i>Column C</i>
<b>Category</b>	<b>Percent of Total Contract Value</b>	<b>Dollar Value</b>	<b>Percent of Subcontracting Value</b>
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

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HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent

The offeror proposes small business subcontracting goals as a percentage of the Total Contract Value (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value) in column A.

Then based on the \$100 million, Total Contract Value, the resulting statement of dollars that the offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9 (Deviation)-Alternate II, would be as indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of \$50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 (Deviation)--Alternate II would be recorded in column C.

(b) Commitment to the Small Business Program

(1) All offerors must briefly describe work that will be performed by small businesses. Information could also include the identification of any work to be subcontracted considered “high technology.” High Technology is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, offerors must connect the work to the subcontractor and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(3) All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided should include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, counseling, market research and Small Business identification, and relevant purchasing procedures. (For Large Business offerors, this information should conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a small disadvantaged business, a women-owned small business, a HUBZone small business, a veteran-owned or service-disabled veteran-owned small business, an historically black college and university, and minority institution of higher education in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime’s planned participation in the NASA Mentor Protégé Program.

(End of provision)

**L.19 GSFC 52.215-224 COST VOLUME INSTRUCTIONS (JAN 2015)**

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

#### 1. Instructions

An important prerequisite for the award of the contract is the prime offeror must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The cost proposal should be prepared in a manner consistent with your current accounting system.

The contract resulting from this solicitation is potentially subject to Cost Accounting Standards (CAS) compliance, unless the Offeror qualifies for a CAS exemption. Offerors shall determine CAS applicability (full or modified CAS coverage) for its proposing business unit based on applicability criteria. If full CAS coverage applies to the Offeror and it has not submitted a CAS Disclosure Statement that has been deemed adequate by its cognizant contract administration entity (typically DCMA), then a Disclosure Statement shall be prepared in support of the Offeror's proposal. While CAS Disclosure Statements are not evaluated by NASA, their evaluation must be coordinated between NASA and the cognizant contract administration entity; as such, the CAS Disclosure Statement shall be submitted to NASA with the proposal.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in the CAS Disclosure Statement required by Public Law 100-679, if applicable. If the offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the offeror's normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect costs.

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

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

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The offeror shall provide sufficient detail to support and explain all costs proposed. For the purposes of the Cost Volume, a significant subcontractor is defined as a subcontractor expected to 25% of the proposed CORE contract value (Base plus all Option periods). A proposed significant subcontractor shall complete and submit Exhibits 2-A, 2-B, 3-A, 4 through 17-C and provide the supporting information that is requested from the prime offeror. Prospective significant subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

The Cost Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Cost Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

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- 1) Open the Cost Volume exhibits .PDF file in Adobe Acrobat DC.
- 2) Click on the Export PDF tool in the right pane.
- 3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
  - a. Under the “Save As XLSX Settings” window, ensure that following selections are made:
    - i. Under Excel Workbook Settings ensure “Create Worksheet for each Page” is selected.
    - ii. Under Numeric Settings ensure “Detect decimal and thousands separators using regional settings.”
    - iii. Under Text Recognition Settings ensure “Recognize text if needed” is selected.
      1. Ensure “English” is the selected language.
  - b. Click “OK”
- 4) Click Export.
- 5) Name the Excel file and save it in a desired location.

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their cost proposal marked for their cognizant DCAA auditing office with their proposal. The name, mailing address, email address, and phone number of the cognizant DCAA office are to be included in the written narrative of the Offer Volume proposal as well as **Exhibit 15-A**. Please ensure that all contact information provided is current and correct.

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

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

NOTE: Offerors MUST use the Government Nonproposed Other Direct Cost estimates for Material and Travel by GFY cited in Clause B.7 GSFC 52.216-94 NONPROPOSED COSTS – CORE REQUIREMENTS to calculate the Offeror’s total proposed estimated costs in Exhibits 1, 2, and 3. In accordance with Clause B.7, these are the Government’s best estimate of what the actuals will be. During contract performance, there will be no adjustment in the fee(s) of the contract for the Core Requirements should the actuals be different than the total nonproposed cost values for the Base, Option 1, and Option 2 periods of performance, unless a contract modification under the Changes clause of this contract impacts these estimates.

## **2. Cost Proposal Format**

### **(a) DIRECT AND INDIRECT RATE SUBSTANTIATION**

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the

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projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in the contract (Core and IDIQ). The supporting rationale associated with these proposed ODC expenses shall also be submitted.

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

#### **WBS Level Definitions:**

WBS Level 1 - Summary of total contract estimated cost plus fixed fee – Core Total

WBS Level 2 - Summary of estimated cost plus fixed fee by Core Statement of Work 2.0, 3.0, 4.0, etc.,

WBS Level 3 - Summary of estimated cost plus fixed fee by Core Statement of Work 2.1, 2.2, 3.1, 3.2 etc.,

#### **(b) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST PLUS FIXED FEE**

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

#### **(c) PRIME OFFEROR CORE REQUIREMENTS ELEMENTS OF COST BY WORK BREAKDOWN STRUCTURE (WBS)**

**Exhibit 2** shows the prime offeror's proposed Core Requirements elements of cost and fixed fee by WBS, at WBS Level 3 and then summarizing at WBS Level 1 (total Core Requirement), by GFY, for the entire potential five year period of performance (Base period plus all Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2** shall be submitted for each WBS. The prime offeror must use the Government Nonproposed Other Direct Cost estimates for Material and Travel by GFY cited in Clause B.7 GSFC 52.216-94 NONPROPOSED COSTS – CORE REQUIREMENTS to calculate the Offeror's proposed estimated costs in Exhibit 2.

#### **(d) CORE REQUIREMENTS DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL**

**Exhibit 2-A** shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each individual direct labor category by month, and GFY at WBS Level 3 and then summarizing at WBS Level 1 (total Core Requirements). A separately identified and labeled **Exhibit 2-A** shall be submitted for each individual GFY and WBS Level from the prime offeror and each individual significant subcontractor.

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

**Exhibit 2-B** shows a significant subcontractor's proposed Core Requirements elements of cost at WBS Level 3 and then summarizing at WBS Level 1 (total Core requirement), by GFY for the entire potential five year period of performance (Base period plus all Option periods) based on bid labor and bid indirect burden rates. A separately identified and labeled **Exhibit 2-B** shall be submitted by each individual significant subcontractor for each WBS.

(f) PRIME OFFEROR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST AND FIXED FEE FOR SLIP MONTHS STARTING AFTER THE END OF OPTION 2 PERIOD OF PERFORMANCE

Should the anticipated contract effective date of October 2016 be delayed, the Government will recalculate the prime offeror's proposed Core Requirement estimated cost and fixed fee/profit for the Base Period and Option Period 2 in accordance with **Exhibit 3**, which summarizes the prime offeror's proposed elements of cost and fixed fee for Slip Months 1 through 6 (October 2021 through March 2022 at WBS Level 1 (total Core Requirement). The prime offeror must use half of the Government Nonproposed Other Direct Cost estimates for Material and Travel in GFY 2021 (straight-lined across the 6 months) cited in Clause B.7 GSFC 52.216-94 NONPROPOSED COSTS – CORE REQUIREMENTS to calculate the Offeror's proposed estimated costs in Exhibit 3.

(g) SIGNIFICANT SUBCONTRACTOR CORE REQUIREMENTS SUMMARY OF ESTIMATED COST AND FEE/PROFIT FOR SLIP MONTHS STARTING AFTER THE END OF OPTION 2 PERIOD OF PERFORMANCE

Should the anticipated contract effective date of October 2016 be delayed, the Government will recalculate the proposed Core Requirement estimated cost and fee/profit for the Base Period and Option Period 2 in accordance with **Exhibit 3-A**, which summarizes each significant subcontractor's proposed elements of cost and fee for Slip Months 1 through 6 (October 2021 through March 2022) at WBS Level 1 (total Core Requirement).

(h) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for the entire potential five year period of performance (Base plus Option periods) at the lowest WBS Level only (WBS Level 3). The offeror shall give the Government insight into the cost estimating thought processes and methodologies used by the offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance by elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability.

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

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

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- Explain in detail how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.
- Use of any established cost-estimating relationships
- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section 1 instructions above, BOEs must be provided for that subcontract following the above specified format.
- An explanation of how all materials, travel, equipment, and other direct costs were estimated.

BOEs shall be submitted by both the prime offeror and all significant subcontractors and shall comply with the BOE page limitations set forth in the PROPOSAL PREPARATIONS—GENERAL INSTRUCTIONS provision of this RFP.

#### (h) SUMMARY OF INDIRECT RATES

**Exhibit 4** shows the Contractor Fiscal Year to Government Fiscal Year rate conversion for Overhead, G&A, and any “Other” indirect rates that the offeror proposes in accordance with its current accounting system. An **Exhibit 4** shall be submitted by the prime offeror and each individual Significant Subcontractor and clearly identify the indirect rate base of application.

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

Offerors shall complete **Exhibit 5** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions.

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

#### (j) INDIRECT RATE EXPENSE POOLS

##### Exhibit 6-A Overhead Expense Pool

**Exhibit 6-A** shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, “Fringe Benefit Pool”. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to GFY.

If more than one overhead pool is proposed, a separate **Exhibit 6-A** shall be included for each pool. Include the rationale for multiple overhead pools. Examples of types of overhead expense pools include: Material Overhead, Manufacturing Overhead, Engineering Overhead, Field Service Overhead, Site Overhead.

Below are examples of typical costs found in an Overhead Expense Pool:

Material Overhead:

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Acquisition (purchasing); inbound transportation; indirect labor; employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); receiving and inspection; material handling and storage; vendor quality assurance; scrap sales credits; inventory adjustments, etc.

Operations Overhead (e.g., Manufacturing, Engineering, Field Service, and Site Operations):  
Indirect labor and supervision; perishable tooling (primarily in manufacturing overhead); employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); indirect material and supplies (e.g., small tools, grinding wheels, lubricating oils, etc.); fixed charges (e.g., depreciation, insurance, rent, property taxes, etc.); downtime of direct employees when not working on a specific contract (e.g., training, vacation pay, regular pay, sick leave pay, etc.); etc.

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

**Exhibit 6-B General and Administrative (G&A) Expense Pool**

**Exhibit 6-B** shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to GFY.

If more than one G&A pool is proposed, a separate **Exhibit 6-B** shall be included for each pool. Include the rationale for multiple G&A pools. G&A expenses are management, financial, and other expenses related to the general management and administration of the business unit as a whole. To be considered a G&A expense of a business unit, the expenditure must be incurred by, or allocated to, the general business unit.

Below are examples of typical costs found in a G&A Expense Pool:

- Salary and other costs of the executive staff of the corporate or home office
- Salary and other costs of staff services such as legal, accounting, public relations, and financial offices
- Selling and marketing expenses
- Corporate or home office expenses
- Independent Research and Development (IR&D)
- Bid and Proposal (B&P)
- Other miscellaneous activities related to overall business operation

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(k) **CORE REQUIREMENTS OTHER SUBCONTRACTS**

Offerors shall complete **Exhibit 7** summarizing the Core Requirement other efforts/activities that the offeror proposes to subcontract out under all Core Requirements at WBS Level 3 by GFY to subcontractors that do not meet the Significant Subcontract definition in Section 1 of this provision.

(l) **CORE REQUIREMENTS OTHER DIRECT COSTS (ODCs)**

Offerors shall complete **Exhibit 10** detailing the proposed Core Requirement other direct cost items and costs by Government Fiscal Year at WBS Level 3. The offeror shall include nonproposed ODCs in this exhibit.

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#### (m) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibit 11 and 11-A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about August 1, 2016.

#### (n) CORE REQUIREMENTS SOURCE OF PERSONNEL

**Exhibit 12** shows the offeror's plans to obtain the required personnel for the Core Requirements in the first Government Fiscal Year of contract performance. The offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired.

#### (o) PRODUCTIVE WORK YEAR CALCULATIONS

**Exhibit 13** summarizes the offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

#### (p) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Proposal instructions (Subfactor B), the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, **Exhibit 14-A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 14-B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR 52.222-46 for non-significant subcontractors.

#### (q) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 15-A** and **15-B** and provide the requested information necessary to contact appropriate audit authorities regarding the offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

#### (r) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete **Attachment C, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES**, for each Government Fiscal Year. The direct labor and indirect rates and fee percentages included in **Attachment C** are "not to exceed" bid rates/fees. During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the "**TASK ORDERING PROCEDURE**" and "**SUPPLEMENTAL TASK ORDERING PROCEDURES**" clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the IDIQ scope of work and Representative Task Order (RTO) and should range from entry level to the most senior level.

In **Attachment C**, the prime offeror shall propose, by Government Fiscal Year, unburdened direct labor rates for all onsite labor categories in Section 1; all individual bid indirect rates in Section 2; and all rates or factors for Cost Estimating Relationships in Section 3. Onsite is defined as at NASA Wallops Flight Facility and temporary duty (TDY) locations. The offeror's fee percentage(s) included in Section 4 of the matrices shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. In Section 5, the prime offeror shall include a fully-loaded direct labor rate matrix for each significant subcontractor. In Section 6, provide Position Qualifications for all offeror proposed direct labor

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categories specified in Section 1 and all subcontractors' proposed direct labor categories specified in Section 5.

(s) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Proposal instructions (Subfactor C), the offeror shall complete **Exhibits 17-A, 17-B and 17-C**, which provides a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL CONTRACT VALUE (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value) and a percent of TOTAL PLANNED SUBCONTRACTS. **Exhibit 17-A** shows a breakdown of the proposed goals for the base contract period, **Exhibit 17-B** shows the proposed goals for each individual option period, and **Exhibit 17-C** summarizes the proposed goals for the total contract (base period plus both option periods).

(End of provision)

**L.20 GSFC 52.215-230 PAST PERFORMANCE VOLUME (JUN 2014)**

An offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

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

(a) INFORMATION FROM THE OFFEROR

Prime offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$10M that your company has had within the last 5 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$2M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M (25% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined). Indicate the primary

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functions (SOW, WBS, etc) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the offeror. The offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

**The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:**

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. (Please verify the telephone numbers provided are current and correct).
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was \$43,500,000.

In this example, an offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

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

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations

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or waivers to technical requirements that were granted by the customer.

- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 3 years.
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) *PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)*

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 19 to each of the above references to establish a record of past performance. The offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Cedric M. Mitchener, Code 210.I  
Bldg. 8, Rm. 115  
Greenbelt, MD 20771  
Telephone: 301-286-2142  
FAX: None  
e-mail: [Cedric.M.Mitchener@nasa.gov](mailto:Cedric.M.Mitchener@nasa.gov)

The offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written

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consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offeror.

(End of provision)

**L.21 EXHIBITS AND ENCLOSURES**

**Exhibits**

Exhibit – 1: Prime Offeror Core Requirements Summary of Estimated Cost and Fixed Fee

Exhibit – 2: Prime Offeror Core Requirements Elements of Cost by Work Breakdown Structure (WBS)

Exhibit 2A: Core Requirements Direct Labor Hours, Direct Labor Rates and Direct Labor Costs Detail

Exhibit 2B: Significant Subcontractor Core Requirements Elements of Cost by Work Breakdown Structure (WBS)

Exhibit 3: Prime Offeror Core Requirements Summary of Estimated Cost and Fixed Fee for Slip Months Starting After the End of Option 2 Period of Performance

Exhibit 3A: Significant Subcontractor Core Requirements Summary of Estimated Cost and Fee/Profit for Slip Months Starting After the End of Option 2 Period of Performance

Exhibit 4: Summary of Indirect Rates

Exhibit 5: Summary of Recurring Other Direct Costs (ODCs)/Cost Estimating Relationships (CERs)

Exhibit 6A: Overhead Expense Pool

Exhibit 6B: General and Administrative (G&A) Expense Pool

Exhibit 7: Core Requirements Other Subcontracts

Exhibit 10: Core Requirements Other Direct Costs

Exhibit 11: Phase-In Costs

Exhibit 11-A: Direct Labor Phase-in Costs

Exhibit 12: Core Requirements Source of Personnel (First Government Fiscal Year)

Exhibit 13: Productive Work Year Calculation

Exhibit 14A: Fringe Benefits (Exempt Employees)

Exhibit 14B: Fringe Benefits (Non-Exempt Employees)

Exhibit 15A: Cognizant DCAA Office Information

Exhibit 15B: Cognizant Defense Contract Management Agency Office Information

Exhibit 17A: Small Business Subcontracting Plan Goals – Base Contract Period Only

Exhibit 17B: Small Business Subcontracting Plan Goals – Option Periods Only

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Exhibit 17C: Small Business Subcontracting Plan Goals – Base Contract Period Plus Two Option Periods

Exhibit 19: Past Performance Questionnaire

Exhibit 20: RTO #1, Commercial Resupply Services Program Range Support Services

Exhibit 21: RTO #2, Replacement of Wallops Range Airport Surveillance Radar

(End of provision)

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**M.1 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)**

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: NONE

(End of provision)

**M.2 FAR 52.217-5 EVALUATION OF OPTIONS (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

**M.3 FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent

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professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

#### **M.4 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JAN 2014)**

##### **1. Source Selection**

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

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

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

##### **2. Evaluation Factors and Subfactors**

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

##### **3. Relative Order of Importance of Evaluation Factors**

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

(End of provision)

#### **M.5 GSFC 52.215-310 MISSION SUITABILITY FACTOR (MAY 2014)**

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the offeror and evaluated by NASA. The offeror's justification for the proposed resources will be considered in this evaluation. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements and may significantly affect the offeror's Mission Suitability evaluation.

The Government may choose to incorporate any positive aspects of an offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

If an offeror elects to propose enhancements in accordance with the Mission Suitability Volume instructions in provision GSFC 52.215-210 (L.16), the offeror's completed Contract Attachment P, "Contractor Proposed Enhancements," and the description of the associated benefits for each proposed enhancement under the applicable Mission Suitability subfactor will be evaluated for reasonableness, effectiveness, and overall performance benefit.

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**1. Mission Suitability Subfactors and Description of Each Subfactor**

**Subfactor A – Technical Approach**

The offeror's technical approach will be evaluated to ensure that the offeror understands the requirements and describes the techniques and procedures that will be used to satisfy the requirements in a timely and cost effective manner. The technical approach will also be evaluated to ensure that the offeror clearly and fully understands the following critical elements of the Statement of Work (SOW) and the inherent problems associated with the objectives of this procurement: SOW Section 3.1, Project Requirements Management; SOW Section 4.1, Sustaining Engineering Management; SOW Section 5, Operations and Maintenance; and SOW Section 6.5.1, Airfield Requirements (see additional specific SOW instructions below). The offeror's approach and solutions for the unique Wallops Range challenges will be evaluated for efficiency and effectiveness for responding to customer requirements and an ability to implement effective technical solutions for the overall safety and success of the missions at the Wallops Range.

The offeror's technical approach in response to SOW Section 3.1, Project Requirements Management; SOW Section 4.1, Sustaining Engineering Management; SOW Section 5, Operations and Maintenance; and SOW Section 6.5.1, Airfield Requirements, will be evaluated to ensure that the offeror understands each specific requirements as instructed below.

The offeror's technical approach in its response to SOW Section 3.1, Project Requirements Management, including requirements management, implementation architectures and solutions, testing, issues, risks and operations schedules and how all of these integrate into a proposed quality management approach will be evaluated for adequacy and effectiveness.

The offeror's proposal will be evaluated for efficiency and effectiveness in its response to SOW Section 4.1, Sustaining Engineering Management, to ensure that the offeror demonstrated an understanding of the activities, objectives and how these activities and objectives are dependent on an effective instrumentation systems maintenance and sustainment program.

The offeror's proposed approach in its response to SOW Section 5 Operations and Maintenance will be evaluated for efficiency and effectiveness. The response for support requirements, i.e., personnel, travel, instrumentation systems, management, and contingency planning, germane to the Core Mission Model and Core Sustaining Engineering Model will be evaluated for reasonableness, efficiency, and effectiveness. The offeror's response will also be evaluated to ensure all operations and maintenance activities from initiation to closeout were addressed and are reasonable and effective. The offeror's described management, coordination, and operations approaches necessary to support the Core requirements will be evaluated for reasonableness, efficiency, and effectiveness.

The offeror's proposed description of any non-standard support, operations, or instrumentation systems in response to the SOW Section 6.5.1, Airfield Requirements, will be evaluated for efficiency and effectiveness. Further, the offeror's proposed approach to training and maintaining air traffic management services with increasing airfield traffic including aircraft and UAS will be evaluated for efficiency and effectiveness. The offeror's proposal will be evaluated for efficiency and effectiveness for how it addresses the maintenance and sustainment of the Wallops Airfield systems to ensure safe and reliable services.

The offeror's TIPs addressing RTO 1 and 2, as well as an associated staffing exhibit with direct labor categories and associated labor hours for each RTO will be evaluated for adequacy, reasonableness and effectiveness. The Government will also evaluate the reasonableness and effectiveness of the offeror's proposed roles and responsibilities of the proposed staffing/skill mix to accomplish the RTOs while meeting the SOW requirements. The offeror's TIPs will be evaluated to ensure they demonstrated a clear understanding of the objectives of the RTO, potential technical problems, risks, critical issues and possible problem mitigation/resolution. Any assumptions proposed in response to these RTOs will be evaluated for reasonableness. The offeror's TIPs on how it described the management, coordination, and operations

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requirements necessary to support each individual RTO will be evaluated for effectiveness. The initiation to closeout activities proposed in each of the TIPs will be evaluated for adequacy and reasonableness. The Government will evaluate the offeror's response to the TIP relative to support requirements i.e., personnel, travel, instrumentation systems, management, and contingency planning germane to each RTO for reasonableness, efficiency and effectiveness. Non-standard support operations, or instrumentation systems proposed in the TIPs will be evaluated for efficiency and effectiveness. For all major deliverables and milestones, the offeror's approach in aiding project implementation and readiness of those services provided by the Government for the entire task period of performance will be evaluated for adequacy. The offeror's technical approaches, tradeoffs, identification of potential technical problems, risks and critical issues to increase productivity will be evaluated for reasonableness and efficiencies.

#### **Subfactor B – Management Approach**

The offeror's PMP will be evaluated for adequacy and effectiveness. The offeror's overall program management approach described in its PMP, including its discussion of program management approach, processes, standards, policies and key management information systems to ensure delivery of services and products in accordance with the requirements will be evaluated for adequacy and effectiveness. The Government will evaluate the offeror's PMP describing its approach to integrating additional task orders and managing risks for efficiency and effectiveness. The Government will evaluate the offeror's approach described in its PMP for dealing with fluctuating program requirements and mission sets during competing support requirements for both Core and Task Order activities for effectiveness and efficiency. The offeror's PMP describing the proposed interrelationships of technical management, business management, and subcontract management will be evaluated for adequacy and effectiveness. The Government will evaluate all interfaces with NASA personnel for reasonableness. The offeror's PMP addressing any current company quality certifications that are applicable to the requirements and how these technical certifications will add benefit in any manner, with relevant examples will be evaluated for adequacy and effectiveness. The PMP defined Program Manager interfaces with corporate management, Government management, and local management support staff will be evaluated for effectiveness.

The offeror's management process in addressing task proposal requests in a timely manner required for range operations will be evaluated for reasonableness and effectiveness. The Government will evaluate the processes for project management, configuration control, schedule, and cost for adequacy and effectiveness.

The Government will evaluate the offeror's approaches to provide sustaining engineering services that address non-maintainable or failed components and perform preventive and sustaining maintenance actions for aging systems performance issues that may exist to ensure systems availability for critical range operations adequacy and effectiveness. The Government will also evaluate the offeror's approach to providing engineering upgrades, including its plan for implementing contingency plans, maintenance of systems, providing engineering personnel training, process improvements, and control services during time periods between mission operations for its adequacy and effectiveness. The offeror's proposal will be evaluated on its understanding of how engineering upgrades driven by operations customer requirements will be managed and how contingency plans will be implemented into the offeror's management philosophy.

The offeror's RMP will be evaluated for its demonstrated comprehensiveness and adequacy in identifying the most significant risks and risk mitigations associated with range operations at Wallops Flight Facility and locations worldwide. The Government will evaluate the RMP for the risk mitigation approaches identified by the offeror's approach to integrating risk mitigation strategies into the technical approach, and the degree to which the offeror's identified risks demonstrates their overall technical understanding of the requirements for realism, reasonableness, and effectiveness.

The offeror's staffing plan showing how it intends to staff this effort and how its approach will allow the offeror to meet the requirements of this contract will be evaluated for reasonableness, thoroughness and

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adequacy. The offeror's proposed consolidations, improvements and other changes that explains in detail the rationale for every action will be evaluated for reasonableness, efficiency, and effectiveness. The offeror's staffing plan will be evaluated on its comprehensive hiring plan, including the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources, for effectiveness and completeness. The offeror's approach to recruit staff not currently in the company employment will be evaluated for effectiveness and adequacy. The offeror's backup plan will be evaluated for adequacy and effectiveness.

The offerors written position qualifications for the specific labor categories proposed for this requirement will be evaluated for reasonableness and effectiveness. Offeror's proposed minimum requirements in the position qualifications, to include the necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and minimum experience required for the position will be evaluated for adequacy and effectiveness.

The Government will evaluate the adequacy of the offeror's TCP for all personnel proposed in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

The Government will evaluate the completeness and adequacy of the offeror's submission as it relates to Exhibits 14A and 14B "Fringe Benefit Chart".

The Government will evaluate the effectiveness and efficiency of the offeror's TCP relative to the supporting data provided, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

The Government will evaluate offeror's positions considered critical to meet the requirements of the contract. The rationale for identifying these positions as critical will be evaluated. The descriptions, including a list of the qualifications associated with each position will be evaluated.

The phase-in plan will be evaluated for its effectiveness, and the risks to the Government in ensuring continuity and a smooth transition with the incumbent contractor during the 60-day phase-in period. The Government will evaluate the effectiveness of how well the offeror's plan assures that the SOW requirements can be met at the conclusion of the phase-in period. The offeror's approach for maintaining ongoing work, the proposed management organization, schedule, staffing plan, orientation and training of personnel will be evaluated for effectiveness and completeness. If the effort involves onsite performance, the offeror's timely processing of the PIV requirements will be evaluated for effectiveness. Any assumed dependency on the incumbent contractor will be evaluated for reasonableness. The extent of involvement of NASA personnel during the phase-in period will be evaluated for reasonableness.

The Government will evaluate the adequacy of the offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well-being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The offeror's plan for handling hazardous materials identified in the Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

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If the offeror identifies any standard contents of the Safety and Health Plan as not applicable to this specific contract, the offeror's explanation of those determinations will be evaluated for reasonableness.

#### **Subfactor C-Small Business Utilization**

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9 (DEVIATION)--Alternate II, "Small Business Subcontracting Plan," applies to all offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all offerors.

##### (a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work being retained for performance by the prime contractor in-house when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be on the basis of the TOTAL CONTRACT VALUE. (Core Requirements basic and all options values combined plus the IDIQ Maximum Ordering Value basic and all options values combined, including the 25% unilateral adjustment to the Maximum Ordering Value)

(2) For purposes of small business that are not required to submit subcontracting plans, NASA will evaluate the amount of work proposed to be done by a small business either at the prime level or at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

##### (b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "high technology". NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business offerors, NASA will evaluate this only if there subcontracting opportunities exist.)

(3) NASA will evaluate the offeror's established or planned procedures and organizational structure for small disadvantaged business (SDB) outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For large businesses offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the offeror's participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé's ability to perform successfully under contracts and/or subcontracts.

#### **2. Weights and Scoring**

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

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The weights (points) associated with each Mission Suitability subfactors are as follows:

Subfactor A: Technical Approach & Understanding the Requirement	500
Subfactor B: Management Approach (Including Safety and Health Plan)	400
Subfactor C: Small Business Utilization	<u>100</u>
	1,000

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

(End of provision)

**M.6 GSFC 52.215-325 COST EVALUATION FACTOR (JUN 2014)**

The proposed costs of the Core, inclusive of options, the firm fixed phase-in price, and the rates proposed in Attachment C, Direct Labor Rates, Indirect Rates and Fee Matrices, will be assessed to determine reasonableness and cost realism, as well as form the basis for selection. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

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

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

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

(End of provision)

**M.7 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR (JUN 2014)**

An offeror’s past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “offeror” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

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For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least \$10M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of \$2M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant," it must meet/exceed an average annual cost/fee incurred of at least 25 % of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size **and** content. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

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

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

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

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

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

#### Very High Level of Confidence

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.

#### High Level of Confidence

The offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort.

#### Moderate Level of Confidence

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the offeror's performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.

#### Low Level of Confidence

The offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror's performance record, there is a low level of confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements.

#### Very Low Level of Confidence

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the offeror's performance record, there is a very low level of confidence that the offeror will successfully perform the required effort.

#### Neutral

In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)