

**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING DO-C9

PAGE SEE SECTION 11 BELOW

2. CONTRACT NO.	3. SOLICITATION NO. <b>NNJ15514032R</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/01/2014	6. REQUISITION/PURCHASE NO. 4200514032
7. ISSUED BY NASA/Johnson Space Center BH2/ Dana Altmon-Cary 2101 NASA Parkway Office Houston, TX 77058-3696		CODE BH2	8. ADDRESS OFFER TO (If other than Item 7) (Refer to Section L.12 of this solicitation)	

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"****SOLICITATION**

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the places specified and in accordance with provision L.12 - "Proposal Marking and Delivery", L.16- "Instructions for Proposal Preparation", Table L-1, "Proposal Volume, Page Limitation, Proposal Copies, and Due Dates"

All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Dana Altmon-Cary</b>	B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE NUMBER EXT. <b>281 483-8228</b>	C. EMAIL ADDRESS <b>Dana.altmon-cary-1@nasa.gov</b>
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE	(X)	SEC.	DESCRIPTION	PAGE
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	I.1
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	B.1	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS/WORK STATEMENT	C.1	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	J.1
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	D.1	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	E.1	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K.1
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	F.1	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L.1
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	G.1	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	M.1
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	H.1				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within **OFI** calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION).	AMENDMENT NO	DATE	AMENDMENT NO	DATE

For offerors and related documents numbered and dated:

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified)	ITEM Clause G.3
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY CODE <b>NASA Shared Services Center (NSSC) Financial Management Division(FMD) - Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529</b>	
26. NAME OF CONTRACTING OFFICER (Type or print) <b>Dana Altmon-Cary</b>	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

PART I - THE SCHEDULE

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SECTION A – SOLICITATION/CONTRACT FORM

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This solicitation/contract consists of the following Sections:

SECTION A- SOLICITATION/ CONTRACT FORM

Standard Form 33	A-1
Table of Contents	A-2

SECTION B- SUPPLIES OR SERVICES AND PRICES/ COSTS

Section & Number	Title	Page
B.1	Listing of Clauses Incorporated by Reference	B-1
B.2	Estimated Cost and Fixed Fee	B-1
B.3	Contract Funding	B-1

SECTION C- DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

SECTION D- PACKAGING AND MARKING

Section & Number	Title	Page
D.1	Listing of Clauses Incorporated by Reference	D-1

SECTION E- INSPECTION AND ACCEPTANCE

Section & Number	Title	Page
E.1	Listing of Clauses Incorporated by Reference	E-1
E.2	Higher-Level Contract Quality Requirement	E-1
E.3	Material Inspection and Receiving Report	E-1

SECTION F- DELIVERIES OR PERFORMANCE

Section & Number	Title	Page
F.1	Listing of Clauses Incorporated by Reference	F-1
F.2	Place of Performance	F-1
F.3	Deliverables	F-1
F.4	Period of Performance	F-1

SECTION G- CONTRACT ADMINISTRATION DATA

Section & Number	Title	Page
G.1	Listing of Clauses Incorporated by Reference	G-1
G.2	Security/Badging Requirements for Foreign National Visitors and Employees/Representatives of Foreign Contractors	G-1

G.3	Identification of Employees	G-2
G.4	Payment of Fixed Fee	G-3
G.5	Submission of Vouchers for Payment	G-3
G.6	Designation of New Technology Representative and Patent Representative	G-4
G.7	Technical Direction	G-4
G.8	Installation-accountable Government Property	G-5
G.9	Financial Reporting of NASA Property in the Custody of Contractors	G-7
G.10	Identification and Marking of Government Equipment	G-8
G.11	Government Property Management Information Records and Disposition Report For Government Property	G-9
G.12	with Potential Historic or Significant Real Value	G-9
G.13	Occupancy Management Requirements	G-10

**SECTION H- SPECIAL CONTRACT REQUIREMENTS**

Section & Number	Title	Page
H.1	Listing of Clauses Incorporated by Reference	H-1
H.2	Safety and Health	H-1
H.3	Export Licenses	H-2

**PART II- CONTRACT CLAUSES**

**SECTION I- CONTRACT CLAUSES**

Section & Number	Title	Page
I.1	Listing of Clauses Incorporated by Reference	I-1
I.2	Updates of Publicly Available Information Regarding Responsibility Matters	I-4
I.3	Notification of Ownership Changes	I-5
I.4	Authorized Deviations in Clauses	I-6
I.5	Security Requirements for Unclassified Information Technology Resources	I-6
I.6	Ombudsman	I-7
I.7	NASA 8 Percent Goal	I-8
I.8	Restrictions on Funding Activity with China	I-9
I.9	Access to Sensitive Information	I-9
I.10	Release of Sensitive Information	I-10

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

**SECTION J- LIST OF ATTACHMENTS**

Attachment No.	Attachment
J.1	Data Requirements List (DRL) and Data Requirements Descriptions
J.2	Major Contract Milestones and Deliverables
J.3	Technical Requirements List

**PART IV- Representations and Instructions**

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

Section & Number	Title	Page
K.1	Listing of Provisions Incorporated by Reference	K-1
K.2	Annual Representations and Certifications	K-1
K.3	Information Regarding Responsibility Matters	K-3
K.4	Representation by Offerors that they are not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary of ACORN	K-5
K.5	Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations	K-6
K.6	Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law	K-6

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

Section & Number	Title	Page
L.1	Listing of Clauses Incorporated by Reference	L-1
L.2	Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data	L-1
L.3	Type of Contract	L-2
L.4	Service of Protest	L-2
L.5	Solicitation Provisions Incorporated by Reference	L-3
L.6	Pre-Proposal Conference	L-3
L.7	Insurance – Immunity from Tort Liability	L-3
L.8	Protests to NASA	L-3
L.9	Proposal Marking and Delivery	L-4
L.10	Communications Regarding this Solicitation	L-4
L.11	Availability of Specifications	L-5
L.12	Offeror Acceptance Period	L-6
L.13	Small Business Subcontracting Plan	L-7
L.14	Instructions for Proposal Preparation	L-7
L.15	Introduction	L-8
L.16	Proposal Arrangement, Page Limitations, Copies, and Due Dates	L-8
L.17	Limited Tradeoff (LTO) Proposal Instructions	L-9
L.18	Model Contract	L-16
L.19	Attachments	L-17

**SECTION M- EVALUATION FACTORS FOR AWARD**

Section & Number	Title	Page
M.1	Listing of Clauses Incorporated by Reference	M-1
M.2	Award without Discussions	M-1
M.3	Multiple Awards	M-1

M.4	Solicitation Requirements, Terms, and Conditions	M-1
M.5	Small Business Subcontracting Plan	M-2
M.6	Proposal Evaluation Table of Contents	M-2
M.7	Introduction	M-2
M.8	Proposal Arrangement, Page Limitations, Copies, and Due Dates	M-2
M.9	Limited Tradeoff (LTO) Proposal Evaluation	M-3
M.8	Model Contract	M-7

**[END OF SECTION]**

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

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**B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

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

The estimated cost of this contract is **(CO to complete after award)** exclusive of the fixed fee of **(CO to complete after award)**. The total estimated cost and fixed fee is **(CO to complete after award)**.

(End of clause)

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

(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 is **\$(CO to complete after award)**. This allotment is for High Performance Extravehicular Activity Gloves and covers the following estimated period of performance: **(CO to complete after award)**.

(b) An additional amount of **\$(CO to complete after award)** is obligated under this contract for payment of fee.

(End of clause)

**[END OF SECTION]**

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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**High Performance EVA Gloves (HPEG)  
Statement of Work**

Table of Contents

Acronyms..... 2

Introduction..... 3

    Background..... 3

    HPEG Operations Concept ..... 4

    Structure of the Technical Requirements..... 4

    Description of HPEG Architecture ..... 4

    Description of Emergent Technologies..... 6

1.0 Contract Management and Administration..... 7

    1.1 Work Breakdown Structure ..... 7

    1.2 Schedule..... 8

    1.3 Financial Reporting..... 8

    1.4 Reporting..... 8

        1.4.1 Kick-off Meeting..... 8

        1.4.2 Preliminary Design Review Meeting..... 8

        1.4.3 Detailed Design Review Meeting ..... 9

        1.4.4 Pre-test Review Meeting..... 9

        1.4.5 Post-delivery Training..... 10

        1.4.6 Bi-Weekly Status Meeting..... 10

2.0 Safety, Reliability, and Quality Assurance (SRQA)..... 10

    2.1 Applicable SRQA Documents ..... 10

    2.2 Hazard Analysis..... 11

    2.3 Quality Assurance..... 11

        2.3.1 Identification and Marking..... 11

        2.3.2 Hardware Cleanliness ..... 11

        2.3.3 Customer Verification of Subcontracted Products..... 11

3.0 HPEG Technical Requirements ..... 12

Table of Tables

Table 1: HPEG System Components ..... 4  
 Table 2: Emergent Technologies ..... 6  
 Table 3: HPEG Work Breakdown Structure..... 7  
 Table 4: Travel Required ..... 10  
 Table 5: Applicable SRQA Documents ..... 10

**Acronyms**

AES	Advanced exploration system
AFUM	Acceptability for Use Memorandum
ARGOS	Active Response Gravity Offload System
ATP	Authority to proceed
COR	Contracting Officer Representative
DRM	Design Reference Mission
EPG	Environment Protection Garment
EVA	Extravehicular activity
FY	Fiscal year
GCD	Game Changing Development
GSI	Government Source Inspection
HEOMD	Human Exploration and Operations Mission Directorate
HPEG	High Performance EVA Glove
ISS	International Space Station
JSC	Johnson Space Center
PATS	Planetary Analog Test Site
SOA	State of the art
SRQA	Safety, Reliability, and Quality Assurance
SSA	Space suit assembly
STMD	Space Technology Mission Directorate
TRL	Technology Readiness Level
TSO	Test Safety Officer
WBS	Work Breakdown Structure

## Introduction

### Background

The High Performance EVA Glove (HPEG) project is an element under the Next Generation Life Support Systems Project, funded by the Space Technology Mission Directorate's (STMD) office of Game Changing Development (GCD). The overall objective of the HPEG project is to develop advanced EVA gloves for future human space exploration missions and generate corresponding standards by which progress may be quantitatively assessed. The glove prototypes that result from the successful completion of the project will be delivered to Human Exploration and Operations Mission Directorate (HEOMD) and included in an integrated test with the next generation space suit currently being developed by the Advanced Exploration Systems (AES) Advanced EVA Development Project.

Exploration missions significantly differ from the International Space Station (ISS). Whereas the ISS external environment is relatively pristine, dust and other foreign debris on all exploration missions can easily migrate through protective glove outer layers creating high potential for loss of hardware and increase risk to crew. Furthermore, EVA frequency on ISS is less than 24hrs per quarter; exploration Design Reference Missions (DRMs) anticipate up to 24 hrs of EVA per week. Given the frequency of resupply to ISS, durability becomes less of a concern because gloves can be replaced after 7 EVAs. Resupply is not an option for long duration DRMs and the necessary spares to keep the same paradigm are prohibitive from a launch mass perspective (~6.25 lbs per pair).

State of the art (SOA) Phase VI gloves have been tweaked in response to specific failures during 18 years of use but have not received a complete system overhaul due. In the early 2000s, gloves were seeing cuts completely through protective outer layers in the palm. The Extra-vehicular Activity (EVA) Program Office responded by requesting design changes to remedy the specific problem only. The resultant design solution effectively mitigated the risk of cut gloves but came at the price of noticeably higher joint torques. In similar fashion, the Programmatic response to hand injury has been to order more custom glove sizes for EVA crew members. Yet even with 61 sizes of gloves in inventory – with finger adjustments of 0.5 in for each finger – new custom gloves are being fabricated at an average of two sizes per fiscal year (FY) to meet crew needs and still regularly cause injuries to crew in training and on orbit.

The HPEG Project Element believes the issues of mobility, fit, and durability must be addressed in a systemic manner that incorporates new technologies and manufacturing techniques to meet the performance challenges of exploration missions.

Therefore, the objective of this High Performance EVA Glove procurement is to demonstrate the feasibility of incorporating new technologies and manufacturing techniques beneficial to exploration missions without decreasing the capabilities of the current SOA.

The High Performance EVA Gloves delivered under this contract are expected to be of sufficient readiness to support the future development of a thermal/vacuum test article for human testing in 2019.

The objective of this procurement will be accomplished by designing, fabricating, testing, and delivering two [2] pairs of flight-like EVA glove prototype assemblies which incorporate at least two emergent technologies listed in Table 2: Emergent Technologies. Each pair of gloves shall consist of one left and one right of the following: bladder/restraint, environmental protection garment (EPG), and bearing/disconnect. This results in a total quantity of four [4] (two left, two right) complete glove assemblies required.

**HPEG Operations Concept**

The environments in which the HPEGs will be tested include laboratories and remote locations. Laboratory testing will consist of 1-g, ambient pressures with the gloves either integrated into a glove box or into a manned/pressurized space suit. The primary location for this testing will be the NASA JSC Advanced Suit Lab (Building 34). Remote locations could consist of the NASA JSC Planetary Analog Test Site (PATS) rock pile where the gloves could see increased temperatures and humidity, the Active Response Gravity Offload System (ARGOS), or reduced gravity flights. In all locations, the gloves will be exposed to breathing air consisting of approximately 79% N<sub>2</sub> and 21% O<sub>2</sub>.

**Structure of the Technical Requirements**

The Technical Requirements section contains the minimum set of requirements and goals for the HPEGs. The Requirements are divided into four (4) subsections defining the gloves: [1] pressure and leakage, [2] structure and mass, [3] size, fit, and mobility, and [4] emergent technologies.

A verification matrix containing all requirements has also been included. This verification matrix provides three elements that are included to further clarify expectations for the verification plan content. Additionally, the anticipated verification method(s) for each requirement are included. Finally, verification notes have been included for some requirements to help define specific expectations and guidelines.

**Description of HPEG Architecture**

The HPEG Architecture shall consist of the components described in Table 1: HPEG System Components. The bladder and restraint layers are not required to be separate components and therefore the option exists to have a single layer bladder/restraint component. The bearing/disconnect component shall include the glove side and the suit side disconnect hardware.

**Table 1: HPEG System Components**

<i>Component</i>	<i>Comments</i>
Bladder 	The bladder layer is a barrier that prevents the breathing gas used to pressurize the glove from escaping.
Restraint	This restraint layer holds the bladder layer's shape, and keeps it from over

	<p>expanding.</p>
<p style="text-align: center;">Environment Protection Garment (EPG)</p> 	<p>The EPG layer protects the bladder/restraint layer(s) from environmental hazards such as cuts and punctures, dust abrasion, provides thermal protection, and includes features to increase grip and tactility.</p>
<p style="text-align: center;">Bearing/Disconnect</p> 	<p>The Bearing/Disconnect is the mating interface between the gloves and suit. It also provides rotational mobility for the hand.</p>

**Description of Emergent Technologies**

Recent attempts at glove improvements have failed because technology infusion was not considered at the system level. NASA has conducted extensive research on developers of new and emerging technologies that could enhance glove capabilities. Table 2 lists examples of these technologies split into 6 categories. The Function column in Table 2 describes the function that the example technology is attempting to achieve.

The HPEG system shall include at least one [1] emergent low TRL Technology, as described in Table 2: Emergent Technologies, from at least two [2] different Categories. It should be noted that the example technologies in Table 2 are not the only technologies of interest in each category; Offerors may submit other technologies not listed but fall within the listed categories.

**Table 2: Emergent Technologies**

<i>Category</i>	<i>Technology Examples</i>	<i>Function</i>
Thermal Insulation for Multiple Environments	<ul style="list-style-type: none"> <li>• Flexible/rubber Aerogel</li> <li>• Aerogel films</li> <li>• Combination of Insulating Materials</li> </ul>	Optimize thermal insulation that does not rely on vacuum environmental conditions.
Dust Management	<ul style="list-style-type: none"> <li>• Active circuits screen printed onto glove outer layers that uses electrostatic pulses to periodically dust off the gloves</li> <li>• Passive materials (lotus coatings, gecko feet) that inherently prevent dust from adhering to outer layers of the glove</li> <li>• Disposable cover layer for use in dust/dirt environments</li> </ul>	<ul style="list-style-type: none"> <li>• Increase life of EPG/Restraint Layer</li> <li>• Minimize dust brought into habitable volume</li> <li>• Minimize dust that migrates into various glove components including disconnect/bearing</li> </ul>
Damage Mitigation	<ul style="list-style-type: none"> <li>• Self-healing bladder</li> <li>• In-Glove sensors</li> </ul>	<ul style="list-style-type: none"> <li>• Autonomous repair of cuts/punctures</li> <li>• Real-time damage alert for cuts/puncture/abrasion of the various glove layers</li> </ul>

Active Materials	Shape memory coils embedded into the glove restraint layer for shape morphing/resize at palm and/or fingers	Improve glove fit
E-Textiles	<ul style="list-style-type: none"> <li>• Haptic feedback</li> <li>• Fabric based controls</li> <li>• Generating/transmitting power for glove heaters</li> </ul>	<ul style="list-style-type: none"> <li>• Provide crew member with feedback on force exertion</li> <li>• On/off helmet lights/video</li> <li>• Reduce bulk on gauntlet on back of hand</li> </ul>
Reduction of Material Bulk	<ul style="list-style-type: none"> <li>• Laser sealing instead of traditional heat sealing</li> <li>• Seamless finger knitting.</li> <li>• Thinner materials than RTV to provide grip, abrasion, temperature protection</li> </ul>	Less bulk, more mobility

**1.0 Contract Management and Administration**

**1.1 Work Breakdown Structure**

The contractor shall use the Work Breakdown Structure (WBS) given below in Table 3, as a minimum level of control and reporting hierarchy.

**Table 3: HPEG Work Breakdown Structure**

<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>
Glove Components	Bladder/Restraint EPG Bearing/Disconnect	Design Fabrication Component-level integration Testing
Glove Assembly	Glove-level integration Glove-level testing Glove documentation	N/A
Management	Schedule Financial Reporting Risk Management	N/A

	Reporting (reviews, weekly)	
SRQA	Hazard Analysis Quality Assurance	N/A

**1.2 Schedule**

The contractor shall develop, maintain and deliver an integrated Master Schedule using the WBS provided in Section 1.1 and Attachment J.2 – Major Contract Milestones and Deliverables. This is a minimum requirement for reporting.

The schedule will be reviewed at the kick-off meeting, the design review, and the pre-test review. The schedule may also be reviewed in whole or in part at bi-weekly meetings.

**1.3 Financial Reporting**

The contractor shall utilize a contract financial system which discretely tracks resources by WBS, and elements of cost including direct labor, materials, overhead, ODC’s including but not limited to travel and subcontracts, and indirect costs.

The contractor shall participate in a review of the Quarterly financial information.

The contractor shall provide financial reporting in accordance with the DRD-HPEG-02, NASA’s Contractor Financial Management Report

**1.4 Reporting**

**1.4.1 Kick-off Meeting**

The contractor shall participate in a kick-off meeting at NASA Johnson Space Center (JSC) no later than two (2) weeks after authorization to proceed (ATP) is granted by the NASA Contracts Officer. At least one (1) contractor team member shall be physically present at JSC for the meeting. The purpose of the kick-off meeting is three-fold: [1] to ensure common understanding of requirements, deliverables, and expectations; [2] to provide face-to-face interaction with NASA’s space suit engineering team; [3] to provide direct familiarization with the facility interfaces. The contractor shall prepare a presentation for the kick-off meeting that reviews all of the tasks, documents any areas in which the contractor desires more clarity (requirements, deliverables, etc.), and details the contractor’s project plan, including a review of the glove configuration, the project schedule, and project risks and risk status. The contractor shall deliver a final of the Management Plan (see DRD-HPEG-01) at the kick-off meeting. At the conclusion of the kick-off meeting, the contractor and NASA will reach an agreement on the meaning of any ambiguous items, or have a specific plan to resolve them. The contractor shall provide NASA with a memorandum noting agreements reached during the kick-off meeting no later than three (3) business days following the meeting. If required, a contract modification will be issued to incorporate any agreements and/or changes.

**1.4.2 Preliminary Design Review Meeting**

The contractor shall present a preliminary design review at NASA JSC no earlier than 2 months after ATP and no later than 3 months after ATP. At least one (1) contractor team member shall be physically present at JSC for the meeting. The purpose of the preliminary design review is four-fold: [1] to assess the design against the requirements, [2] to come to an agreement of the configuration that will be taken forward into the detailed design and component level testing stage, [3] to status the project cost, schedule,

and risks, and [4] to have a high-level discussion about methods to advance the design toward the goal of having flight ready gloves. The contractor shall prepare a presentation for the preliminary design review that describes each component, analysis and data supporting the design, technical risks or issues associated with the design, and forward work. The presentation shall review project schedule, cost, and programmatic risks. Finally, the presentation shall outline methods to advance the design toward the goal of having flight ready gloves. At the conclusion of the preliminary design review, the contractor and NASA will reach agreement on the HPEG design to be carried forward into the detailed design and component level testing stage. The contractor shall provide NASA with a memorandum describing agreements reached no later than five (5) business days following the meeting.

#### **1.4.3 Detailed Design Review Meeting**

The contractor shall present a detailed design review at NASA JSC no earlier than 4 months after ATP and no later than 6 months after ATP. At least one (1) contractor team member shall be physically present at JSC for the meeting. The purpose of the detailed design review is four-fold: [1] to assess the design against the requirements, [2] to come to an agreement of the configuration that will be fabricated, [3] to status the project cost, schedule, and risks, and [4] to have a detailed discussion about methods to advance the design toward the goal of having flight ready gloves. Five days prior to the design review the contractor will deliver an electronic copy of the model files and an electronic copy and a hard copy of the engineering drawings, analysis performed in support of the design, the draft verification plan, and the draft hazard analysis. The contractor shall prepare a presentation for the design review that describes each component, analysis and data supporting the design, technical risks or issues associated with the design, and forward work. The presentation shall also review the draft documents due at the detailed design review. The presentation shall review project schedule, cost, and programmatic risks. Finally, the presentation shall provide a detailed outline of methods to advance the design toward the goal of having flight ready gloves. At the conclusion of the detailed design review, the contractor and NASA will reach agreement on the HPEG design to be fabricated. The contractor shall provide NASA with a memorandum describing agreements reached no later than five (5) business days following the meeting.

#### **1.4.4 Pre-test Review Meeting**

The contractor shall lead a pre-test review meeting at NASA JSC prior to initiation of the verification testing of the full glove assembly per the verification plan. The HPEG prototypes shall be present at the meeting. The purpose of the meeting is three-fold: [1] to review the as-built hardware and final analyses against drawings and requirements before entering the verification phase to make a determination whether the hardware is ready for verification testing, [2] to communicate the final version of the verification plan, and [3] to review project schedule, cost, and technical and programmatic risks. The contractor shall prepare a presentation describing the design, deviations in the as-built hardware from the configuration reviewed at the detailed design review, rationale for testing readiness, and any remaining concerns and risks with the design, hardware, schedule, or cost. Drafts of the HPEG Fit Check Procedures, Maintenance Manual, and the Acceptability for Use Memorandum (AFUM) are due at the pre-test review. The contractor shall provide a plan for requirements verification that includes type of subject (government or contractor) and location of testing. If government test subjects are requested for testing at non-JSC facilities, consideration should be given to number of trips and total length of travel required. If contractor test subjects are recommended, the Government shall approve specific subjects based on comparisons of anthropometry to the test subject pool and subject experience. At the conclusion of the pre-test review, the contractor shall prepare a memorandum documenting the results of the meeting and the agreement to test with any caveats or pre-test actions no later than three (3) business days following the meeting.

**1.4.5 Post-delivery Training**

The contractor shall provide a hands-on training session within two (2) weeks of the hardware delivery with the HPEG prototypes for NASA suit engineers and Advanced Suit Laboratory technicians at NASA JSC. The purpose of the post-delivery training session is three-fold: [1] to familiarize the suit engineers and technicians with the glove hardware and fit check procedures, [2] to communicate techniques and experiential expertise that is best communicated through demonstration, and [3] to review glove sizing procedures and maintenance manual to clarify written descriptions to intended actions.

The contractor shall be available to answer questions regarding operation and maintenance of the gloves for a period of 60 days following NASA acceptance of the gloves. Support is estimated to be around 40 hours of work over the 60 day period.

**1.4.6 Bi-Weekly Status Meeting**

The contractor shall lead bi-weekly (once every other week) status meetings. The purpose of the bi-weekly meetings is to maintain a working dialogue between the Contracting Officer Representative (COR) and the contractor. The contractor shall provide a written outline covering the following content: [1] technical tasks accomplished in the preceding week, [2] tasks planned for the next two weeks, [3] potential technical, cost, and schedule risks and the plan to mitigate the risks, [4] design changes and change proposals, and [5] test results as appropriate. The bi-weekly status meeting time and format (telecom, webex, phone call, face-to-face) will be determined between the NASA COR and the contractor. Bi-weekly meetings content will be supplemented with special topics, such as review of the financial reporting, discussions regarding requirements, or other topics requiring additional communication.

**Table 4: Travel Required**

<b>Travel</b>	<b>Minimum Travelers</b>
Kick-off Meeting	1
Preliminary Design Review Meeting	1
Detailed Design Review Meeting	1
Pre-Test Review Meeting	1
Post-Delivery Training	1

**2.0 Safety, Reliability, and Quality Assurance (SRQA)**

**2.1 Applicable SRQA Documents**

The contractor shall be compliant with the documents listed in Table 5. This is not an inclusive list. Other documents are imposed specifically in subsequent sections of the Statement of Work.

**Table 5: Applicable SRQA Documents**

<b>Document Number</b>	<b>Document Name</b>	<b>Revision/Date</b>
JPR 1700.1	JSC Safety and Health Handbook	Rev. J, 06-11

Document Number	Document Name	Revision/ Date
JPR 5322.1	Contamination Control Requirements Manual	Rev G, 02-12
JSC 17773	Instructions for Preparation of Hazard Analysis for JSC Ground Operations	Rev C, 12-01

**2.2 Hazard Analysis**

The hazard analysis is a critical component of the design process. Early identification of hazards and hazard controls and verifications guides hardware design toward robust solutions. A draft of the hazard analysis is due five days before the detailed design review. The final hazard analysis is due at the pre-test review.

The contractor shall prepare a hazard analysis in accordance with JPR 1700.1 Chapter 2.4 and JSC 17773.

The contractor is not expected to include integrated Test Support Equipment hazards, but is expected to include glove hazards and the controls related to the gloves being tested in the test environment, i.e. toxicity, flammability, structural failure, etc.

The contractor shall obtain NASA Test Safety Officer (TSO) and the NASA COR signature on the hazard analysis.

The following hazard analyses are provided in the technical library as examples:

- a) STB-HA-365 Hazard Analysis for Pneumatic Flipper Suitport Z-1 Manned Evaluation, Chamber B, Building 32
- b) CTSD-ADV-590 Hazard Analysis for the Mark III Space Suit Assembly (SSA) Used in One-g Operations

**2.3 Quality Assurance**

**2.3.1 Identification and Marking**

The contractor shall identify and mark hardware with part numbers which are clearly visible on major components. The part numbers will be used to verify configuration of the HPEG system prior to test and assist with proper hardware maintenance and repair. The definition of ‘major components’ will be agreed upon at the kick-off meeting.

**2.3.2 Hardware Cleanliness**

The contractor shall clean the hardware to level GC per JPR 5322.1 ‘Contamination Control Requirements Manual.’

**2.3.3 Customer Verification of Subcontracted Products**

The contractor shall submit the appropriate subcontract documentation to the designated NASA quality representative for determination of the need for Government Source Inspection (GSI) prior to release of a subcontract. When the NASA quality representative elects to require GSI for a subcontract, the following statement shall be included in the direction:

“All work on this order is subject to inspection and test by the Government at any time and place. The Government quality representative who has been delegated quality assurance functions on this

procurement shall be notified immediately upon receipt of this order. The Government representative shall be also notified 48 hours in advance of the time articles or materials are ready for inspection or test.”

For procurements that do not require GSI, the following statement shall be included in the direction:

“The Government has the right to inspect any or all of the work included in this order at the contractor’s plant.”

### **3.0 HPEG Technical Requirements**

The HPEG Technical Requirements are included in Attachment J.3

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

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**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.211-70	SEP 2005	Packaging, Handling, and Transportation

(End of Clause)

**[END OF SECTION]**

SECTION E - INSPECTION AND ACCEPTANCE

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**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-8	MAY 2001	Inspection of Research and Development – Cost Reimbursement

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference

(End of Clause)

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

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

Number	Title
SAE AS9100	Quality Management Systems-Aerospace-Requirements

(End of clause)

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

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in four (4) copies, an original and three (3) copies.

(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)

**[END OF SECTION]**

SECTION F - DELIVERIES OR PERFORMANCE

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**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	Stop-Work Order (ALT I)
52.247-34	NOV 1991	F.O.B. Destination

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

(End of Clause)

**F.2 PLACE OF PERFORMANCE**

The place of performance (or places of performance) for this contract will be [**Offeror fill-in**].

(End of Clause)

**F.3 DELIVERABLES**

The contractor shall provide all deliverables as described in Attachment J.2, Major Contract Milestones and Deliverables.

(End of Clause)

**F.4 PERIOD OF PERFORMANCE**

The period of performance of this contract shall be from: **02/01/2015 – 7/30/2016**.

(End of Clause)

**[END OF SECTION]**

SECTION G - CONTRACT ADMINISTRATION DATA

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**G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.242-73	NOV 2004	NASA Contractor Financial Management Reporting
1852.245-70	JAN 2011	Contractor Requests for Government-Provided Equipment
1852.245-75	JAN 2011	Property Management Changes
1852.245-78	JAN 2011	Physical Inventory of Capital Personal Property

(End of Clause)

**G.2 52.204-91 SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (MAY 2013) (JSC PROCUREMENT INSTRUCTION)**

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least three weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than three weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered Identity Management and Account Exchange (IdMAX) for acceptance, review, concurrence, and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. These individuals shall serve as the contractor's

representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the IdMAX. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC International Visits Coordinator or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other center to be visited.

(End of clause)

### **G.3 52.242-92 IDENTIFICATION OF EMPLOYEES (MAY 2013) (JSC PROCUREMENT INSTRUCTION)**

At all times while on Government property, the contractor, subcontractors, their employees, and agents shall wear badges. These Badges will be issued at the following locations: NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC) 6:00 a.m. to 5:30 p.m. Monday through Friday excluding holidays; the Sonny Carter Training Facility (SCTF) and the Software Development Integration Laboratory (SDIL) 7:00 a.m. to 3:30 p.m. Monday through Friday excluding holidays; Ellington Field, Building 265, 7:00 a.m. to 11:00 a.m. Monday through Friday excluding holidays; and the Main Gate at the White Sands Test Facility (WSTF) Monday through Friday from 8:00 a.m. to 4:00 p.m. excluding holidays and off every other Friday due to 9/80 hour scheduling. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, decals, keys, Controlled Access Area cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

#### **G.4 1852.216-75 PAYMENT OF FIXED FEE (DEC 1988)**

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

(End of clause)

#### **G.5 52.216-92 SUBMISSION OF VOUCHERS FOR PAYMENT (MAY 2014) (JSC PROCUREMENT INSTRUCTION)**

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the Department of Defense (DoD) Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by the Defense Contract Audit Agency based upon a risk-based 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. For additional questions, contact the NSSC Customer Contact Center at 1-877-677-2123.
  - (3) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all required back-up documentation to support each payment request.
- (b) Vouchers for payment of fee resulting from contract performance or provisional fee (if authorized under this contract) shall be prepared using a Standard Form (SF) 1034 and submitted electronically to the following address for payment:

E-mail address: [NSSC-AccountsPayable@nasa.gov](mailto: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 and fee voucher submissions, a concurrent copy of the voucher shall be provided electronically to the NASA Contracting Officer outside of WAWF. 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 terms 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.6 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (JUL 1997)**

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights--Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

NEW TECHNOLOGY:  
 NASA Johnson Space Center  
 AD2/Technology Transfer  
 2101 NASA Parkway  
 Houston, TX 77058-3696

PATENT REPRESENTATIVE:  
 NASA Johnson Space Center  
 AL/Patent Representative  
 2101 NASA Parkway  
 Houston, TX 77058-3696

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

**G.7 1852.242-70 TECHNICAL DIRECTION (SEP 1993)**

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C and attachment J.3, Technical Requirements of this contract.

(b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--

- (1) Constitutes an assignment of additional work outside the statement of work;
- (2) Constitutes a change as defined in the changes clause;
- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
- (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

(c) All technical direction shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within **5 working days** after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within **30 calendar days** that the instruction or direction is—

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

(e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.

(f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of clause)

**G.8 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) (ALT 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 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;

[Insert any additional property management responsibilities.].

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.

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

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

(2) Office furniture.

(3) Property listed in [Insert attachment number or "not applicable" if no equipment is provided].

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

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

(4) Supplies from stores stock.

(5) Publications and blank forms stocked by the installation.

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

- (7) Installation service facilities: [Insert the name of the facilities or “none”].
- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

### **G.9 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 cognizant NASA Center Deputy Chief Financial Officer, Finance, 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:

NASA/Johnson Space Center  
 2101 NASA Parkway  
 Mail code: JB3  
 Houston, TX 77058-3696

-unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c) (1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors,

and the identification and 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.10 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:

NASA Johnson Space Center  
Central Receiving, Bldg. 420  
2101 NASA Parkway  
Houston, TX 77058-3696

(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)

### **G.11 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 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.

(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 (June 2007), 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 following locations, dates, and times:  
N/A

Note: Requested data shall be submitted as a separate tab after the Property Management Plan (PMP)

(End of provision)

**G.12 1852.245-79 RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (JAN 2011)**

(a) In addition to the property record data required by the clause at FAR 52.245-1, Government Property as incorporated in this contract, Contractor records of all Government property under this contract shall—

- (1) Identify the projects or missions that used the items;
- (2) Specifically identify items of flown property;
- (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
- (4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions—

- (1) On any Standard Form 1428, Inventory Schedule;
- (2) In automated disposition systems;
- (3) In any other disposition related reports; and
- (4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government property prior to or during disposition without the advanced written approval of the Plant Clearance Officer.

(End of clause)

**G.13 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)**

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

- (1) NPD 8800.14, Policy for Real Property Management.
- (2) NPR 8831.2, Facility Maintenance Management

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval

of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

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

(End of clause)

**[END OF SECTION]**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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**H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.208-81	NOV 2004	Restrictions on Printing and Duplicating
1852.223-75	FEB 2002	Major Breach of Safety or Security

(End of Clause)

**H.2 1852.223-72 SAFETY AND HEALTH (SHORT FORM) (APR 2002)**

(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 consistent with standard industry practice 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 Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where 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.

The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

### **H.3 1852.225-70 EXPORT LICENSES (FEB 2000) (ALT I – FEB 2000)**

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

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

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

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

(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)

**[END OF SECTION]**

PART II - CONTRACT CLAUSES

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SECTION I - CONTRACT CLAUSES

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**I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	NOV 2013	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	MAY 2014	Covenant Against Contingent Fees
52.203-7	MAY 2014	Anti-Kickback Procedures
52.203-8	MAY 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	MAY 2014	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	OCT 2010	Limitation on Payments to Influence Certain Federal Transactions
52.204-2	AUG 1996	Security Requirements
52.204-4	MAY 2011	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.209-6	AUG 2013	Protecting the Government’s Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for
52.209-10	AUG 2013	Debarment Prohibition on Contracting With Inverted Domestic Corporations
52.211-15	APR 2008	Defense Priority and Allocation Requirements
52.215-8	OCT 1997	Order of Precedence – Uniform Contract Format
52.215-14	OCT 2010	Integrity of Unit Prices
52.215-15	OCT 2010	Pension Adjustments and Asset Reversions
52.215-17	OCT 1997	Waiver of Facilities Capital Cost of Money Reversion or
52.215-21	OCT 2010	Requirements for Certified Cost or Pricing Data or Data Other than Certified Cost or Pricing Data – Modifications (Alt III – OCT 1997): CD-(s), or CD-ROM(s)
52.216-7	JUN 2013	Allowable Cost and Payment
52.216-8	JUN 2011	Fixed Fee
52.219-28	JUL 2013	Post-Award Small Business Program Representation
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-2	JUL 1990	Payment for Overtime Premiums (a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid work - -
52.222-3	JUN 2003	Convict Labor
52.222-4	MAY 2014	Contract Work Hours and Safety Standards Act – Overtime Compensation
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	MAR 2007	Equal Opportunity

52.222-35	JUL 2014	Equal Opportunity for Veterans
52.222-36	OCT 2010	Affirmative Action for Workers with Disabilities
52.222-37	JUL 2014	Employment Reports Veterans
52.222-40	DEC 2010	Notification of Employee Rights Under the National Labor Relations Act
52.222-50	FEB 2009	Combating Trafficking in Persons
52.222-54	AUG 2013	Employment Eligibility Verification
52.223-5	MAY 2011	Pollution Prevention and Right-to-Know Information
52.223-6	MAY 2001	Drug-Free Workplace
52.223-18	AUG 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-1	FEB 2009	Buy American Act - Supplies
52.225-13	JUN 2008	Restrictions on Certain Foreign Purchases
52.227-1	DEC 2007	Authorization and Consent (ALT I - APR 1984)
52.227-2	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-11	MAY 2014	Patent Rights – Ownership by the Contractor
52.227-14	MAY 2014	RIGHTS IN DATA-GENERAL AS MODIFIED BY NFS 1852.227-14 (ALT II) (DEC 2007) (ALT III) (DEC 2007) Insert (Alt II): Additional purposes: 1) Use (except for manufacture) by support service contractors; 2) Evaluation by nongovernment evaluators; 3) Use (except for manufacture) by other contractors participating in the Government’s program of which the specific contract is a part, for information and use in connection with the work performed under each contract; 4) Emergency repair or overhaul work; and 5) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.
52.227-23	JUN 1987	Rights to Proposal Data (Technical)
52.228-7	MAR 1996	Insurance – Liability to Third Persons
52.230-2	MAY 2014	Cost Accounting Standards
52.230-3	MAY 2014	Disclosure and Consistency of Cost Accounting Practices
52.230-6	JUN 2010	Administration of Cost Accounting Standards
52.232-17	MAY 2014	Interest
52.232-18	APR 1984	Availability of Funds
52.232-22	APR 1984	Limitation of Funds
52.232-23	JAN 1986	Assignment of Claims
52.232-25	JUL 2013	Prompt Payment
52.233-1	MAY 2014	Disputes
52.233-3	AUG 1996	Protest After Award (ALT I – JUN 1985)
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.242-1	APR 1984	Notice of Intent to Disallow Costs
52.242-3	MAY 2014	Penalties for Unallowable Costs
52.242-13	JUL 1995	Bankruptcy
52.243-2	AUG 1987	Changes – Cost-Reimbursement (ALT V - APR 1984)
52.244-2	AUG 1998	Subcontracts
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	JUL 2014	Subcontracts for Commercial Items

52.245-1	APR 2012	Government Property
52.245-9	APR 2012	Use and Charges
52.246-24	FEB 1997	Limitation of Liability – High-Value Items
52.247-1	FEB 2006	Commercial Bill of Lading Notations
52.247-68	FEB 2006	Report of Shipment (REPSHIP)
52.248-1	OCT 2010	Value Engineering
52.249-6	MAY 2004	Termination (Cost-Reimbursement)
52.249-14	APR 1984	Excusable Delays
52.251-1	APR 2012	Government Supply Sources
52.252-2	FEB 1998	Clauses Incorporated by Reference
52.253-1	JAN 1991	Computer Generated Forms

(End of clause)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.209-70	DEC 1988	Product Removal From Qualified Products List
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-77	MAY 2009	NASA Mentor Protégé Program
1852.219-79	MAY 2009	Mentor Requirements and Evaluation
1852.227-11	-	Patent Rights – Retention by the Contractor (Short Form)
1852.227-14	-	Rights in Data – General
1852.227-70	MAY 2002	New Technology
1852.235-70	DEC 2006	Center for Aerospace Information
1852.237-70	DEC 1988	Emergency Evacuation Procedures

(End of clause)

**I.2 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)**

UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

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

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

or

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

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

(i) Past performance reviews required by subpart 42.15;

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

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

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

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

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

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

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

### **I.3 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### **I.4 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 (NFS) Clause (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.5 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (DEVIATION) (JAN 2011)**

(a) The contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and sub-contractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: <http://www.nasa.gov/offices/ocio/itsecurity/index.html>. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions.

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan--This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. Unlike the IT security plan, which addresses the IT system, the IT Security

Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security Web site at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract in accordance with retention documentation available in the ADL. The contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) The contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(End of clause)

## **I.6 1852.215-84 Ombudsman (NOV 2011) (ALT I - JUN 2000)**

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, 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.7 1852.219-76 NASA 8 PERCENT GOAL (JUL 1997)**

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

#### **I.8 1852.225-71 RESTRICTIONS 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.9 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)**

(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)

#### **I.10 1852.237-73 Release of Sensitive Information (JUN 2005)**

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

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

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

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any

purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages]. Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

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

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

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

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

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

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

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

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

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The

Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

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

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

(End of clause)

**[END OF SECTION]**

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

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SECTION J - LIST OF ATTACHMENTS

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

J.1 – Data Requirements List (DRL) and Data Requirements Descriptions (DRD)

J.2 – Major Contract Milestones and Deliverables

J.3 – Technical Requirements List

**[End of Section]**

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

**K.1 Listing of Provisions Incorporated by Reference**

No provisions are incorporated by reference in Section K.

(End of provision)

**K.2 FAR 52.204-8 -- Annual Representations and Certifications (NOV 2014)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
  - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
  - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
  - (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
  - (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

\_\_ (A) Basic.

\_\_ (B) Alternate I.

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

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

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

( ) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

( ) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

(End of provision)

**K.3 FAR 52.209-7 Information Regarding Responsibility Matters (FEB 2012)**

(a) Definitions. As used in this provision—

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led

to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

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

(End of provision)

**K.4 NFS 1852.209-73 Representation by Offerors that they are not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary of ACORN (DEVIATION) (FEB 2012)**

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

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

(End of provision)

**K.5 NFS 1852-209.74 Certification by Offerors Regarding Federal Income Tax Filing and Federal Income Tax Violations (DEVIATION) (FEB 2012)**

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

(b) The offeror’s proposal shall include a signed written certification as follows –

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

Firm \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date of execution \_\_\_\_\_

(End of provision)

**K.6 NFS 1852.209-75 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law (DEVIATION) (FEB 2012)**

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

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

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

(b) The offeror represents that –

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

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

(End of provision)

**K.7 NFS 1852.225-72 Restriction on Funding Activity with China--Representation (FEB 2012)**

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

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a

Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

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

(End of provision)

[END OF SECTION]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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**L.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.204-6	JUL 2013	Data Universal Numbering System Number
52.204-7	JUL 2013	System for Award Management
52.207-2	JUL 2013	Notice of Streamlined Competition
52.211-14	APR 2008	Notice of Priority Rating for National Defense, Emergency Preparedness and Energy Program Use
52.214-34	APR 1991	Submission of Offers in the English Language
52.214-35	APR 1991	Submission of Offers in U.S. Currency
52.215-1	JAN 2004	Instructions to Offerors – Competitive Acquisition
52.215-16	JUN 2003	Facilities Capital Cost of Money
52.215-22	OCT 2009	Limitation on Pass-Through Charges – Identification of Subcontract Effort
52.222-46	FEB 1993	Evaluation of Compensation for Professional Employees

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
1852.227-71	APR 1984	Requests for Waiver of Rights to Inventions
1852.227-84	DEC 1989	Patent Rights Clauses

(End of provision)

**L.2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) (ALT IV) (OCT 2010)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

See Provision L.18, Volume IV – Cost Proposal

(End of provision)

**L.3 52.216-1 TYPE OF CONTRACT (APR 1984)**

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

(End of provision)

**L.4 52.233-2 SERVICE OF PROTEST (SEP 2006)**

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

NASA Johnson Space Center  
Attn: Dana Altmon-Cary/BH  
2101 NASA Parkway  
Houston, TX 77058

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

(End of provision)

**L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

(End of provision)

**L.6 1852.215-77 PRE-PROPOSAL CONFERENCE (DEC 1988)**

(a) A Pre-proposal conference was held as indicated below:

Date: November 20, 2014  
Time: 10:00AM-11:00AM (Central Standard Time)  
Location: WebEx

- (b) Attendance at the pre-proposal conference was recommended; however, attendance was neither required nor a prerequisite for proposal submission and will not be considered in the evaluation.
- (c) The pre-proposal presentation and additional information is provided on the acquisition website at <http://procurement.jsc.nasa.gov/hpeg/>

**(End of provision)**

#### **L.7 1852.228-80 INSURANCE – IMMUNITY FROM TORT LIABILITY (SEP 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.
- (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.8 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.9 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY (AUG 2012)**

##### **(a) Methods of Proposal Delivery**

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service  
Commercial Delivery Service  
Delivery by company employee or other individual agent

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 Standard Form.

**(b) External Marking of Proposal Package(s)**

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposals packages must include the solicitation number, the contracting officer’s name: Dana Altmon-Cary, Mail Code BH, Building 20, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:

—NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN **January 6, 2014.**

**(c) Delivery Address**

Proposals must be delivered to:

NASA Johnson Space Center  
 Attention: Dana Altmon-Cary/BH  
 Central Receiving, Bldg 420  
 2101 NASA Parkway  
 Houston, TX 77058-3696

JSC Central Receiving can only be accessed through JSC Gate 4, which is located off Space Center Boulevard. The Offeror is strongly encouraged to notify the Contracting Officer one day in advance of the proposal submission. Proposals will be considered to be timely if the proposal package arrives in Building 420 by the due date and time.

(End of provision)

**L.10 COMMUNICATIONS REGARDING THIS SOLICITATION**

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Dana Altmon-Cary, Contracting Officer  
 Phone: 281-483-8228  
 E-mail: dana.altmon-cary-1@nasa.gov  
 Address: Lyndon B. Johnson Space Center  
 BH/Dana Altmon-Cary  
 2101 NASA Parkway  
 Houston, TX 77058-3696

OR

Name: Ryan Hancock, Contract Specialist  
 Phone: 281-792-8314  
 E-mail: joseph.r.hancock@nasa.gov  
 Address: Lyndon B. Johnson Space Center  
 BH/Ryan Hancock

2101 NASA Parkway  
Houston, TX 77058-3696

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted by **December 12, 2014** to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

**L.11 AVAILABILITY OF SPECIFICATIONS**

(a) For the purpose of this RFP, the Technical Library contains the official versions of applicable and reference documentation. No other version of the documentation should be used.

(b) All technical documentation which is incorporated directly by reference in this solicitation may be obtained from the website online at the following url:

<http://procurement.jsc.nasa.gov/hpeg/>

In order to obtain a User-ID and password to access the documents above, please e-mail the following information to the Contracting Officer at [dana.altmon-cary-1@nasa.gov](mailto:dana.altmon-cary-1@nasa.gov) and the Contract Specialist at [joseph.r.hancock@nasa.gov](mailto:joseph.r.hancock@nasa.gov) :

Request for access to the Technical Library  
Requestor's Name  
Full Company Name  
Company Address  
Company Security Point of Contact  
Phone Number  
Foreign Company (Yes/No)  
CAGE Code

(d) All Copy-Righted technical documentation which is incorporated directly by reference in this solicitation cannot be placed on either the Technical Library or the Export Controlled Technical Library. If the Offeror desires to have these copy-righted documents to prepare their proposal they must be obtained, at the bidder's expense, from the organization that develops, establishes and/or publishes those documents.

(e) Upon request, the Contracting Officer will furnish to the Offeror NASA technical documents not incorporated by reference.

(End of Provision)

**L.12 OFFEROR ACCEPTANCE PERIOD**

Proposals submitted in response to this solicitation shall remain firm for at least 180 days after the date specified for receipt by the Government and shall contain a statement to this effect.

(End of Provision)

**L.13. SMALL BUSINESS SUBCONTRACTING PLAN**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the Offeror, upon request by the Contracting Officer, shall submit and negotiate a small business subcontracting plan prior to award.

(End of Provision)

**L.14 INSTRUCTIONS FOR PROPOSAL PREPARATION**

This section provides detailed instructions to Offerors to be used in the preparation of proposals. It is organized as follows:

Paragraph	Paragraph Title
L.15	Introduction
L.16	Proposal Arrangement, Page Limitations, Copies, and Due Dates
L.17	Limited Tradeoff (LTO) Proposal Instructions
L.18	Model Contract
L.19	Attachments

(End of Provision)

**L.15 INTRODUCTION**

In providing these instructions, the Government’s intention is to solicit information that will permit a competitive evaluation of the Offeror’s proposal. The information solicited will demonstrate the Offeror’s competence and capability to successfully complete the requirements specified in the High Performance Extravehicular Activity Gloves Statement of Work (SOW) and the criteria listed in Section L. Generally, the proposal shall:

- Demonstrate understanding of the overall and specific requirements of the proposed contract;
- Convey the company’s capabilities for transforming understanding into accomplishment;
- Provide, in detail, the plans and methods for so doing; and
- Provide, as requested below, the price associated with doing so.

The proposal shall be detailed and complete enough to clearly and fully demonstrate that the Offeror understands the requirements and the inherent risks associated with the objectives of this procurement. It is inadequate to simply state that the Offeror understands and will comply with the requirements, or to paraphrase the requirements, such as: “standard procedures will be employed to...” and “well-known techniques will be used for...” The Technical Acceptability proposal shall comprehensively explain how

the Offeror proposes to comply with the applicable specifications, as well as the techniques and procedures the Offeror proposes to implement.

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors provided in Section M. The items listed are not, however, all-inclusive and the Offeror should include in the proposal any further discussion necessary or useful in demonstrating the Offeror’s ability to perform all the work under this contract. However, elaborate brochures or documentation, detailed artwork, or other superfluous embellishments are unnecessary and are not desired, unless specifically requested in a scenario response.

For a more complete understanding of this part of Section L, refer to Section M. The instructions in this part of Section L are directly related to the evaluation factors set forth in Section M.

(End of Provision)

**L.16 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

Offerors shall submit their proposals within the page limitations and arranged as set forth below.

**Table L-1: Overview of Proposal Volumes, Page Limitations, Proposal Copies, and Due Dates**

Date & Time Due	Delivery Location	Volume No.	Title	Page Limits	E-Format	Copies
2:00PM Jan 6, 2014	JSC (See L.16.A)	I	Technical Acceptability	25 Pages		2 Hard copy, 2 CD-ROM
			Management Approach	Included in Limit	MS Word	
			Technical Approach	Included in Limit	MS Word	
			Specific Technical Understanding & Resources	Included in Limit	MS Word	
2:00PM Jan 6, 2014	JSC (See L.16.B)	II	Past Performance	10 Pages (Paragraph B.(6) Is not included in page count)		2 Hard copy, 2 CD-ROM
2:00PM Jan 6, 2014	JSC (See L.16.C)	III	Predefined Value Characteristics	8 Pages		2 Hard copy, 2 CD-ROM
2:00PM	JSC (See L.17.D)	IV	Cost Proposal	Not Limited		2 Hard copy,

Jan 6, 2014						2 CD-ROM
			<b>Cost Narrative Attachment L.2</b>	<b>Not Limited</b>	<b>MS Word</b>	
2:00PM Jan 6, 2014	<b>JSC (See L.18)</b>	<b>V</b>	<b>Model Contract</b>	<b>Not Limited</b>		<b>2 Originals, 2 CD-ROM</b>
			<b>Sections A-J, with all fill-ins completed and signed SF 33, And Section K, Representations and Certifications, with all fill-ins completed</b>	<b>Not Limited</b>	<b>MS Word</b>	

Offerors interested in submitting proposals shall consider the entire RFP and shall propose to all requirements as described in the RFP.

The proposal text shall be printed on non-glossy white 8 ½ x 11-inch paper with at least one-inch margins on all sides. The metric standard format most closely approximating the described standard 8 ½ x 11-inch size may also be used. Except for Volume IV Cost Proposal, all volumes shall be prepared and submitted using a non-compressed Times New Roman font with single-spaced 12 point text printed on both sides of the sheet. Each side of the sheet, tab, or divider containing proposal material will be counted as a page. All pages shall be numbered sequentially within each volume. Offerors shall clearly mark and identify each of the pages subject to the page limitations.

Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations.

Tables, charts, graphs, plans, figures, diagrams and schematics shall be used wherever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than non-compressed Times New Roman font with single-spaced 12 point text, be uncomplicated, legible, and appropriate for the subject matter.

Foldout pages may only be used for large tables, charts, graphs, plans, figures, diagrams and schematics, not for pages of text. Foldouts shall be counted as two pages against the page limitations, shall be printed on one side only, shall not exceed 11 x 17-inches with at least one-inch margins on all sides, and shall fold entirely within the volume.

**Final Revisions:** If final proposal revisions are requested, separate page limitations, if applicable, will be specified in the Government’s request for that submission.

**Non-Conforming Pages:** 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. Volumes shall be separately bound in 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, solicitation number and the Offeror’s name and point of contact information. The same identifying data should be placed on the spine of each binder (except for point of contact information). Information should not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially with Arabic numerals for contents subject to page limitations or with lower case

Roman numerals for contents not subject to page limitations (e.g., title pages, tables of contents, and acronym lists). No less than Times New Roman 12 point font shall be used for figures and tables. Offerors shall tab each subsection within each volume for ease of reference. Tabs and dividers are not included in the page count limitations. Mark one complete proposal —Original for retention by the Contracting Officer. All copies of each volume shall contain identical information and formatting.

Each Offeror is required to submit its proposal in two formats, one conventional hard copy bound format in the quantities specified above, and one in an electronic format. The electronic submission must be compatible with the software and hardware specification described below. Electronic media must be labeled or tagged with the RFP Number, Company Name, Date Prepared, an indication of the files or range of files contained on the disk marked and in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

Electronic copies of the proposal shall be prepared and submitted in Microsoft Office® 2003, 2007, 2010, or 2013 applications (Word and Excel). Further, the Microsoft Excel spreadsheets shall be submitted in Microsoft Excel format, and not in a scanned Microsoft Word or Adobe PDF file. To the extent of any inconsistency between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data. For electronic submissions, each volume of the proposal should be submitted as a separate electronic file.

Be sure to apply all appropriate markings, including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and FAR 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

(End of Provision)

## **L.17 LIMITED TRADEOFF (LTO) PROPOSAL INSTRUCTIONS**

This procurement will be conducted using a combination of technically acceptable baseline requirements (pass or fail) and tradeoff of past performance, cost or price, and predefined value characteristics. The Government seeks to select an Offeror whose proposal represents the best value after evaluation. The baseline requirements are considered as basic government needs in determining technical acceptability. Technical acceptability, past performance and cost are discussed in detail below.

### **A. Technical Acceptability (Volume I)**

The proposal shall demonstrate that the offered items/services meet the baseline requirement. The Offeror shall describe or provide the following:

#### **1. Management Approach**

The Offeror shall submit a Management Plan that adequately addresses all the aspects of DRD-HPEG-MGMT-01 located in Section J. The responses shall be provided in Volume I, Technical Acceptability.

DRD-HPEG-01, Management Plan

The proposed management approach described should be consistent with the proposed technical approach. Inconsistencies between the two areas may result in an unacceptable proposal and cost realism adjustments.

## 2. Technical Approach

The Offeror shall provide a Technical Approach which discusses how the Offeror plans to accomplish the requirements in the Statement of Work. The Offeror shall discuss the contents of the Work Breakdown Structure (WBS) showing the elements of work to be performed. This shall be done in a manner which demonstrates and adequately addresses the Major Contract Milestones and Deliverables requirements in Attachment J.2. In addition, the Volume IV, Cost Proposal, cost instructions shall be completed. These items shall capture the resources needed to accomplish each element in the WBS and shall be identified in sufficient detail to permit an assessment of the adequacy of the types and amounts of skills proposed relative to the technical approach being used to meet the applicable requirements in Attachment J.3.

## 3. Specific Technical Understanding and Resources

The Offerors are required to demonstrate their understanding of the requirements and the specific labor resources needed to successfully perform the requirements of this Contract. Since the paragraphs and tables described in these instructions are also intended to facilitate the technical evaluation of the Offeror's Cost proposal, Offerors should carefully follow these instructions.

The Offeror shall define the specific labor resources needed to successfully perform the requirements of this contract, in accordance with its proposed approach discussed in Volumes I & III.

### B. Past Performance (Volume II)

- (1) Provide information from organizations and companies from which your company has previously performed work, in order for the Government to obtain appraisals of past performance involved in performing this work. Offerors and any major subcontractors (subcontracts estimated annual value greater than \$500K) shall each provide information for no more than five (5) of the most relevant and recent past contracts (subject to the page limitation constraints). If the Offeror proposes a joint venture or a prime-subcontractor relationship, provide the same information for each team member or subcontractor company proposed. References with Government contracts are preferred, but not required.
- (2) Offerors shall consider the relevancy, recency, and magnitude of the effort(s) as they relate specifically to this requirement. Offerors are advised that the Government's evaluation of submitted contracts for past performance will include an evaluation of how recently performance has occurred. Only contracts with performance within 3 years from date of the solicitation will be considered recent. Offerors with no past performance experience shall so state.
- (3) The following information shall be provided:
  - Contract number
  - Contract value
  - Employing Agency/Company Name
  - Point of Contact (including address, telephone and fax numbers, and e-mail addresses)
  - If a Government Agency, include both the Contracting Officer and Contracting Officer's Technical Representative points of contact
  - Contract Description
  - Place of Performance

- Period of Performance
- Contract Type
- Status of Contract ((current, terminated (if so, why), successfully completed (include completion date))
- A discussion of the relevant contract technical requirements, integration successes, any unique schedules requirements, cost performance, problems encountered and initiative in problem resolution, and overall performance
- Consent Letters executed by each subcontractor, teaming partner, and/or joint venture partner, authorizing the release of past performance information so the Offeror can respond to such information. See sample consent letter at Attachment L.2.
- Submit information on contracts that the Offeror considers relevant in demonstrating the Offeror’s ability to perform the proposed effort. The submission shall include rationale supporting the Offeror’s assertion of relevancy. This submission shall clearly detail what portions of the Statement of Work, the prime, joint venture, and subcontractors are responsible for and/or proposing to do as they relate to the relevant contract being proposed. For a description of the characteristics or aspects the Government will consider in determining relevance, see Section M.7, B. Past Performance Relevancy.

(4) In addition to the information above, Offerors and any major subcontractors, as defined above, shall each submit the Past Performance Questionnaire, Attachment L.1, to each of the designated number of references for contracts provided. The Offeror is responsible for ensuring that each of its references, including those from its major subcontractors, returns the two copies of each questionnaire directly to the Contracting Officer in a sealed envelope, by fax, or e-mail to the contact identified in Section L.9 Proposal Marking Instructions.

(5) Offerors may include up to one page of introductory material about the experience and performance of the Offeror and subcontractors (if applicable). The Offeror may submit additional reference information on experience and past performance for consideration. This shall be subject to the page limitation constraints.

(6) Offerors shall provide the following performance data with explanatory remarks on contracts performed in the last three years. Offerors shall identify the applicable North American Industrial Classification System (NAICS) Code for each contract and shall include points of contact for each contract. If a joint venture or prime-subcontractor relationship is proposed, the same information shall be provided for each company proposed. Explanatory statements shall be included as appropriate. Note: this section, L.19.B (6) is not included in the Past Performance Section page count. For all work performed during the past three years, Offerors shall provide the following:

Environmental Data:

Copies of any and all environmental non-compliance correspondence and citations from federal, state, or local agencies or authorities with explanatory remarks.

Safety Data:

- (1) Copies of any and all OSHA citations with explanatory remarks.
- (2) Records of the company's OSHA recordable injuries and illnesses. These records shall include, for each worksite, as a minimum, 1 copy of each year’s OSHA logs (Forms 300 and 300A) as required by Title 29 of the Code of Federal Regulations, Section 1904.5(d) including the applicable NAICS code, the number of employees at the worksite and the calculated OSHA recordable frequency rate.

(3) A list of all insurance carriers providing workers compensation coverage (or equivalent), including dates of coverage. Include points of contact and phone numbers. Offerors shall authorize the listed insurance carriers to respond to Government inquiries recording the Offeror's past safety performance.

(4) The Offeror shall provide Experience Modification Rates as well as calculations supporting the Offeror's workers' compensation experience modifier. This shall include the state formula used for the computation, along with the loss ratio for each of the past three years (where the loss ratio is defined as the ratio of losses to premium). Show all figures used for computation.

(5) A letter from the insurance carrier summarizing the Offeror's liability and lawsuit history related to safety and health performance for the past three years including a history of changes to the experience modifier rate. If an Offeror self-insures, provide and certify the same information (except the experience modifier rate history) with the signature of the responsible corporate officer or official.

(7) Past Performance Questionnaires

Separate from the General Past Performance narrative contained in Volume II, the Offeror shall provide references from organizations and companies for whom work has been performed. The Offeror shall request the customer references to fully complete the questionnaire in accordance with the instructions on the form and to return it in accordance with the return instructions on the form.

**C. Predefined Value Characteristics (Volume III)**

Offerors are required in their proposal to meet the baseline requirements. Furthermore, Offerors shall address the predefined value characteristics, Attachment L-3, in their proposal. If a predefined value characteristic is not applicable to the Offeror's proposal, the Offeror shall state so. The proposal shall clearly mark what information is to be evaluated under the predefined value characteristics and provide sufficient detailed explanation on the method for which the Offeror shall address the value characteristic and the added value of the method which surpass the identified baseline requirements within Section C, Statement of Work and Attachment J.3, Technical Requirements.

The following predefined value characteristics are applicable to this procurement and shall be demonstrated by the Offeror:

**Value Characteristic A (VCA)** – The proposal describes a beneficial approach to incorporate three or more emergent low TRL technologies. If applicable, the proposal also describes a beneficial approach to incorporate three or more categories of technologies. If applicable, the proposal also describes methods to advance the technologies towards glove flight readiness.

**Value Characteristic B (VCB)** – The proposal describes a beneficial and realistic approach to reducing glove weight below the required value.

**Value Characteristic C (VCC)** – The proposal describes a beneficial approach to providing two different sized pair of gloves.

**Value Characteristic D (VCD)** – The proposal describes a beneficial sizing and fit strategy for a fleet of gloves.

**D. Cost Proposal (Volume IV)****L.17.D.1 Instructions for Preparation of the Cost Proposal**

Certified cost and pricing data are not required; however, other than cost and pricing data are required. To ensure that the Government is able to perform a fair assessment of the proposed cost, each Offeror is required to submit a cost proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- a. Account for all resources necessary to complete requirements of this RFP
- b. Provide traceability to the Management Approach and Technical Approach.
- c. Explain in detail all pricing and estimating techniques and methodology.
- d. Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Government's evaluators understanding and ability to mathematically verify these estimating tools.
- e. Comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.
- f. Include a narrative explaining all judgmental elements of cost projections and fee policies including any proposed cost ceilings and team fee sharing arrangements, if proposed. The narrative shall also provide detailed supporting data showing how the proposed fee rate(s) were derived.
- g. Include all templates required in this RFP, fully completed according to the instructions in this document.

The Offeror's cost proposal shall be submitted in the following two formats:

- (1) Two hard copies in a single volume labeled Volume IV Cost Proposal
- (2) Two electronic copies on Compact Disks (CD)

**L.17.D.2 Excel Pricing Model (EPM) File:**

**Format:** In order to achieve standardization, the Excel Pricing Model includes the following workbook, which shall be automated among the worksheets in this workbook to the greatest extent possible:

1. Completion Form (CF) Workbook – (Fully Automated)

The first workbook entitled "Completion Form Workbook" shall include the following templates: Labor Pricing Template, Overtime Pricing Template, Major Subcontractor Cost Summary Template and Prime Cost Summary Template.

The goal of the EPM automated workbooks is to provide a comprehensive working model of your proposed cost volume in an automated format. The pricing model will be designed to facilitate changes to source data such as direct labor hours and/or rates, overhead and G&A rates etc. and be sophisticated enough to compute the total impact of various changes to both cost and price. It is important that your model facilitate this process to ensure fidelity and is error free. For example; the model must be able to compute the cost and price impact of:

1. Increasing (or decreasing) the number of Technical Professional I WYE staff for any SLC
2. Increasing (or decreasing) any indirect rate.

**Formulas:** All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary; the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

**Locks:** The EPM and all its associated workbooks shall not be locked/protected or secured by passwords.

### **CD Cost Proposal Organization**

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost proposal.

Each CD provided is to have an external label indicating:

1. The name of the Offeror,
2. The RFP number, and
3. The files/workbooks or range of files/workbooks contained on the CD.

Labeling CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker to label the CDs by hand is acceptable.

As addressed above the CD structure includes 1 workbook:

1. One fully automated workbook including all templates for Completion Form Workbook

When the same data are required for multiple years, the data shall be submitted within the same worksheet with multiple copies of the template stacked vertically.

### **Workbook Acronyms**

All electronic file/workbook names included in your proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of your company name. For example: Assume your company name is ABC Company and you have completed the Completion Form workbook; the file/workbook name would be Completion Form-ABC.xls. Offerors shall use the Template acronyms below in naming individual worksheets/tabs within an Excel file/workbook:

#### **Workbook Acronyms:**

**Completion Form Workbook-** All required Completion Form Templates

**Template Acronyms:****Completion Form Workbook****LPT** – Labor Pricing Template**MSCST** – Major Subcontractor Cost Summary Template**MSLPT** – Major Subcontract Labor Pricing Template**PCST** – Prime Cost Summary Template

The cost proposal templates are designed to provide NASA with information necessary to perform a cost realism analysis. The specific templates required can be found in Attachment L-3.

**COMPLETION FORM WORKBOOK INSTRUCTIONS**

The Offeror's proposed labor resources (WYEs) for the completion form portion of the work for the prime's entire team (Prime, Major and Minor Subs) shall be accounted for and described in Volume I from a management and technical point of view, respectively. Subsequently, in Volume IV the Offeror's proposed Completion Form WYEs for the entire team (Prime, Major and Minor Subs) must be summarized in the TRST- CF. The WYEs are converted to productive hours and priced out using the Labor Pricing Template (LPT).

Each major subcontractor must prepare a Major Subcontractor Cost Summary Template (MSCST). The prime Offeror combines prime's entire team costs on the Prime's Cost Summary Template (PCST).

**L.17.D.3 COMPLETION FORM COST TEMPLATES INSTRUCTIONS****(Section L, Attachment 3)****1. Labor Pricing Template (LPT):**

A separate template is required from the prime and all proposed major subcontractors. This template serves to identify all compensated (straight time) productive hours and costs. This template shall support and reconcile to the direct labor hours and costs shown on the Offeror's Cost Summary Templates (CSTs). A narrative basis of estimate is required to accompany this template. This narrative as a minimum shall address methods used to estimate direct labor rates and plans to retain incumbent personnel. There are three steps to completing this template:

- a) Enter your Straight-time hours by labor category (from the Standard Labor Category Table) on the straight hours portion of the template.
- b) Enter the corresponding direct labor rates for each labor category on the straight-time rates portion of the template.
- c) Multiply Straight-time hours by the corresponding direct labor rates to compute the straight time cost by labor category on the straight time cost portion of the template.

**2. Major Subcontractor Cost Summary Template (MSCST):**

A separate Major Subcontractor Cost Summary Template is required of each proposed major subcontractor. This template serves as a summary of the proposed labor hours, cost, and fee by contract period. A reference column has been provided on the templates for the Offeror to use to identify the supporting data for each cost element. The detailed data shall be clearly displayed to explain to the Government the proposed cost development and computations.

### **3. Prime Cost Summary Template (PCST):**

This template serves as a summary of the proposed labor hours, cost, and fee by contract period and is required of the prime only. A reference column has been provided on the templates for the Offeror to use to identify the supporting data for each cost element. The detailed data shall be clearly displayed so that the Government may understand the cost development and computations. This value must reconcile to any statement of the total proposed value of the offer contained in the proposal or contained in any attached cover letter.

#### **L.17.D.4 Supplemental Cost Data**

The following supplemental cost data, where appropriate, shall be submitted with the cost volume:

##### **1. Financial Accounting Standard (FAS) 13 Analysis:**

The Offeror shall perform a FAS 13 analysis, as required by FAR 31.205-36 and FAR 31.205-11, in determining the classification of a lease as operating or capital. This applied to facilities and capital equipment. However, this analysis will only be required to be submitted to the Government for review by the successful Offeror.

##### **2. Cost of Money for Facilities Capital:**

The Offeror may choose to include the cost of money for facilities capital as authorized by Cost Accounting Standard (CAS) 414 and FAR 31.205-10 in the proposal. However, it is NASA's policy to offset CAS 414 costs dollar for dollar from fee/profit as per NASA FAR Supplement 1815.404-471-5. In the event the Offeror does not propose cost of money for facilities capital, FAR clause 52.215-17, "Waiver of Facilities Capital Cost of Money" will be included in the contract.

##### **3. Fee:**

Provide a description of your proposed fee structures. If a sharing fee pool arrangement is proposed, demonstrate your understanding of the arrangement and the distribution of available fee. Include a discussion of how the proposed fee rates were derived and why it is reasonable for the type of effort.

Show the offset for cost of facilities capital cost of money, if proposed, from the proposed fee.

(End of Provision)

## **L.18 MODEL CONTRACT**

### **(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 completed (blocks 12-18) and signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically and submitted with this volume in accordance with provision K.2, Annual Representations and Certifications (FAR 52.204-8). **All SF 33s require original signatures.**

(i) Offerors shall indicate, in Block 12 of the SF 33, a proposal validity period of 180 calendar 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.

(ii) Provide the names, email addresses, and phone numbers 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.

(b) ACCEPTANCE OF TERMS

Include in the proposal (attached to the transmittal letter) a statement of acceptance of the proposed contract terms and conditions incorporated in this RFP and that will be included in the resultant contract.

**(End of Provision)**

**L.19 ATTACHMENTS**

The following attachments are attached hereto and made a part of this solicitation:

L.1 – Past Performance Questionnaire

L.2 – Completion Form (CF) Workbook

L.3 – Predefined Value Characteristics

**[End of Section]**

SECTION M – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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**M.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference

(End of provision)

**M.2 AWARD WITHOUT DISCUSSIONS**

As provided for in FAR 52.215-1, “Instructions to Offerors – Competitive Acquisitions,” the Government intends to evaluate proposals and award a contract without discussions with Offerors (except for clarifications as described in FAR 15.306(a)). Therefore, the Offeror’s initial proposal should contain the Offeror’s best terms. The Government reserves the right to conduct discussion if the Contract Officer later determines them to be necessary.

(End of Provision)

**M.3 MULTIPLE AWARDS**

As provided for in FAR 52.215-1, “Instructions to Offerors- Competitive Acquisitions, the Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(End of Provision)

**M.4 SOLICITATION REQUIREMENTS, TERMS, AND CONDITIONS**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as areas to be eligible for award. Failure to comply with solicitation requirements may result in an Offeror being removed from consideration for award. Any exceptions to solicitation requirements must be fully explained or justified.

(End of provision)

**M.5 SMALL BUSINESS SUBCONTRACTING PLAN**

If an Offeror is required by the contracting Offeror to submit a small business subcontracting plan, as directed in Section L.13, and fails to negotiate a subcontracting plan acceptable to the contracting officer prior to award, the Offeror will be ineligible for award.

**M.6 PROPOSAL EVALUATION TABLE OF CONTENTS**

This section provides a detailed description of how proposals will be evaluated. It is organized as follows

Paragraph	Paragraph Title
M.6	Proposal Evaluation Table of Contents
M.7	Introduction
M.8	Proposal Arrangement, Page Limitations, Copies, and Due Dates
M.9	Limited Tradeoff (LTO) Proposal Evaluation Instructions
M.10	Model Contract

(End of provision)

**M.7 INTRODUCTION**

This acquisition is being conducted as a full and open competition. Proposal evaluations will be conducted in accordance with FAR 15.3, “Source Selection,” and NASA FAR Supplement (NFS) 1815.3, same subject. The Offeror’s proposal will be evaluated by a SLPT in accordance with applicable regulations which include the FAR and the NASA FAR Supplement.

The Offeror’s proposal will be evaluated for a demonstration of the Offeror’s competence and capability to successfully complete the requirements specified in the HPEG Statement of Work. Generally, the proposal shall:

- (a) Demonstrate understanding of the overall and specific requirements of the proposed contract;
- (b) Convey the company’s capabilities for transforming understanding into accomplishment;
- (c) Provide, in detail, the plans and methods for so doing; and
- (d) Provide, as requested below, the price associated with so doing.

The evaluation criteria in this part of Section M are directly related to the instructions set forth in Section L.

(End of provision)

**M.8 PROPOSAL ARRANGEMENT, PAGE LIMITATIONS, COPIES, AND DUE DATES**

- (a) Late proposals will not be accepted.
- (b) Instructions for proposal arrangement, page limitations, copies, and due dates are specified in Section L.14. Offerors shall submit their proposals in accordance with those instructions. Pages and foldouts not conforming to the definition of a page and pages submitted in excess of the limitations specified will not be evaluated by the Government, will not be adjusted by the Government to conform to the RFP requirements, and will be returned to the Offeror.

- (c) For example, a volume has a requirement for a page limit of 20 pages with Times New Roman 12 point font and one-inch margins. The following are examples of non-conformances: (1) If an Offeror submits this volume with 20 pages, two of which contain tables with 10 point font [if those two pages of tables in 10 point font were not removed as a result of excess pages] the 2 pages will be returned to the Offeror and will not be adjusted or evaluated; (2) If an Offeror submits pages for this volume with less than one-inch margins, those pages with the smaller margins will be returned to the Offeror and will not be adjusted or evaluated; and (3) If an Offeror submits pages for this volume using a different font type than Times New Roman with single-space 12 point text, then those pages containing the different font type will be returned to the Offeror and will not be adjusted evaluated.
- (d) To the extent of any inconsistencies between data provided electronically and proposal hard copies, the hard copy data will be considered to be the intended data.

(End of provision)

## **M.9 LIMITED TRADEOFF (LTO) PROPOSAL EVALUATION**

An initial review of proposals will be conducted to determine acceptability of the proposals in accordance with NFS 1815.305-70, Identification of Unacceptable Proposals. All unacceptable proposals will be eliminated from further evaluation.

The remaining proposals will be evaluated against the Technical Acceptability requirements. All Technically Acceptable and Potentially Acceptable Offerors will be evaluated against past performance, predefined value characteristics, and cost criteria. The SLPT will carry out the evaluation activities and report to the Source Selection Authority (SSA), who is responsible for making the source selection decision. For those Offerors who are determined to be technically acceptable, tradeoffs will be made between predefined value characteristics, past performance, and cost. The combined value of the predefined value characteristics are more important than part performance. The predefined value characteristics are considered of equal value to one another. Past performance and predefined value characteristics, when combined, are significantly more important than cost.

The Government will award a contract resulting from this solicitation to the Offeror whose proposal represents the best value after evaluation. The Government will award to the Offeror whose proposal offers the best overall value to the Government that meets all solicitation requirements and is determined responsible in accordance with FAR 9.104, Standards.

### **A. Technical Acceptability**

The proposal shall be evaluated for an adequate response to the provision L.17 “Technical Acceptability”. Technical acceptability will be rated as either “Acceptable”, “Potentially Acceptable”, or “Unacceptable.” ALL Technical Acceptability criteria must be passed to be considered technically acceptable. A proposal is rated “Potentially Acceptable” when after the initial evaluation, the evaluator anticipates additional information could be provided by an Offeror during discussions that would result in a proposal rating of acceptable. The Offeror will need to revise or further explain its proposal. If, upon review of the new or revised information, the proposal does not meet the government’s requirements, an “Unacceptable” rating may be warranted. Although an Offeror may receive a rating of “Potentially Acceptable” it does not guarantee that discussions will be held or that the Offeror will automatically be included in the competitive range if discussions are held.

The Offerors proposal will be evaluated on its ability to meet the baseline requirements set forth in Section L of this solicitation. This evaluation will be based on the following:

## **1. Management Approach**

The proposed Management Approach, in accordance with DRD-HPEG-01, Management Plan will be evaluated for completeness, feasibility, and reasonableness. The Offeror shall demonstrate a Technically Acceptable Management Approach at a level of completeness, feasibility and reasonableness where associated risks do not jeopardize an acceptable level of contract performance.

## **2. Technical Approach**

The proposed Technical Approach will be evaluated for completeness, feasibility, and reasonableness. The Offeror shall demonstrate a Technically Acceptable Approach at a level of completeness, feasibility and reasonableness where associated risks do not jeopardize an acceptable level of contract performance.

The proposed Technical Approach will be evaluated based on the Offeror's ability to meet the requirements set forth in Section L.17, Technical Approach, of this solicitation and the Offeror's ability to meet the Section C Statement of Work requirements and the Technical Requirements listed in Attachment J.3.

## **B. Past Performance**

Past Performance indicates how well an Offeror performed on earlier work and can be a significant indicator of how well it can be expected to perform the work at hand. The Offeror's past performance (contract performance and quality performance), including recent experience will be evaluated by the Streamlined Procurement Team (SLPT).

The Government will use past performance from proposal data required by provisions of Section L, information obtained by the SLPT based on communications with listed references, as well as data independently obtained from other government and commercial sources, such as the Past Performance Information Retrieval System (PPIRS) and similar systems of other governmental departments and agencies, Defense Contract Management Agency (DCMA) channels, interviews with client program managers and contracting officers, and other sources known to the Government, including commercial sources. Offerors are to note that, in conducting this assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. The Government will consider the number and severity of problems, the effectiveness of corrective actions taken and the overall record of past performance. It shall also consider the Offeror's record for adherence to contract schedules, cost control, history of commitment to customer satisfaction.

The past performance evaluation will assess the degree of confidence the government has in the Offeror's ability to fulfill the solicitation requirements while meeting schedule, budget, and performance quality constraints. The past performance evaluation considers each Offeror's demonstrated record of performance in supplying the requirements of this solicitation that meet the user's needs. The Offeror's past performance record will be examined for recent and relevant past performance to determine its ability to perform the required work.

Recency: Contracts with more recent performance will be considered to be more recent than those with more distant performance, assuming all other considerations to be equal. If the contract is still ongoing, it must have a documented performance history. The Government will not consider performance on a newly awarded contract that has no documented performance history (in other words, projects that are less than six months under contract or less than 50% complete).

Relevancy: For purposes of this procurement, relevancy will be assessed using the following definitions:

Very Relevant	Present/past performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance contractual effort involved some of the magnitude of effort and complexities than this solicitation requires.
Not Relevant	Present/past performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

**Past Performance Confidence Rating:** A performance confidence rating will be assessed at the overall factor level for Past Performance after evaluating aspects of the Offeror’s recent and relevant past performance.

Offeror Performance Confidence Assessment Ratings will be assigned as follows:

**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)].

More recent and more relevant performance will receive greater consideration in the performance confidence assessment than less recent and less relevant performance. Relevancy will be based on the size, scope and complexity of the projects being evaluated for past performance. Contracts that exhibit all specific trades/type of work will be considered more relevant than contracts limited to specific trades only.

Specific types and scopes of work that will be evaluated as relevant may be listed.

### **C. Predefined Value Characteristics (VCs)**

Only items specifically proposed as Predefined Value Characteristics will be evaluated as such. The following Predefined Value Characteristics are applicable to this procurement and will be evaluated for reasonableness and feasibility and rated as “Significant Value Added”, “Value Added”, and “No Value Added”:

**Value Characteristic A (VCA)** – The proposal describes a beneficial approach to incorporate three or more emergent low TRL technologies. If applicable, the proposal also describes a beneficial approach to incorporate three or more categories of technologies. If applicable, the proposal also describes methods to advance the technologies towards glove flight readiness.

**Value Characteristic B (VCB)** – The proposal describes a beneficial and realistic approach to reducing glove weight below the required value.

**Value Characteristic C (VCC)** – The proposal describes a beneficial approach to providing two different sized pair of gloves.

**Value Characteristic D (VCD)** – The proposal describes a beneficial sizing and fit strategy for a fleet of gloves.

Value added will be assessed in the following manner:

**Significant Value Added** – The Offeror’s proposed response to the Predefined Value Characteristic is appropriate for/applies to the value characteristic and would substantially improve performance and/or substantially enhance overall contract objectives.

**Value Added** – The Offeror’s proposed response to the Predefined Value Characteristic is appropriate for/applies to the value characteristic and would improve performance and/or enhance overall contract objectives.

**No Value Added** – The Offeror’s proposed response to the Predefined Value Characteristic is not appropriate for or does not apply to the Value Characteristic, and/or the Offeror’s response to the Predefined Value Characteristic would have little or no effect on performance and/or enhance overall contract objectives.

**D. Cost Proposal**

Cost Factor -To ensure that the final agreed-to prices are fair and reasonable, the Government will perform price and cost analysis, in accordance with FAR 15.305 - Proposal Evaluation, FAR 15.404 - Proposal Analysis, and NASA FAR Supplement (NFS) 1815.305 - Proposal Evaluation.

The Government will perform a cost realism analysis on each proposal at the cost element level inclusive of all costs for labor, non-labor resources, indirect rates and fee. This evaluation of the cost factors will result in a probable cost which may differ from the proposed cost and reflects the Government's best estimate of the cost of a contract that is most likely to result from the Offeror's proposal. The probable cost may include adjustments to an Offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of cost realism analysis. The probable cost will be used for purposes of evaluation and selection.

**Price and Probable Costs for Selection Purposes**

The results of the Government's cost and price evaluation will be presented to the Source Selection Authority (SSA) for consideration in making the source selection. The probable cost for the contract period of performance will be considered for selection purposes in accordance with FAR 15-404.

**E. Tradeoff Process**

1. For those Offerors who are determined to be technically acceptable, tradeoffs will be made between predefined value characteristics, past performance, and cost. Past performance is more important than the combined value of the predefined value characteristics. The predefined value characteristics are considered of equal value to one another. Past performance and predefined value characteristics, when combined, are significantly more important than cost.
2. If all offers are of approximately equal merit, award will be made to the Offeror with the lowest most probable cost or price.
3. The Government will consider awarding to an Offeror with higher merit if the difference in probable cost is commensurate with added value.
4. The Government will consider making award to an Offeror whose offer has lower merit if the probable cost differential between it and other offers warrant doing so.

(End of provision)

**M.10 Model Contract**

The model contract will not be evaluated for selection purposes. It will, however, be reviewed to ensure that it was signed by a person authorized to commit the Offeror, that there is completion of all fill-ins, and that it accurately captures the content as set forth in the Offeror's proposal. Failure to comply with the requirements and the requirements in L.18, Model Contract, may result in an Offeror being removed from consideration for award. Apparent administrative errors or oversights will be treated as minor informalities akin to the treatment of sealed bids under FAR 14.405.

(End of Provision)

**[End of Section]**