

SECTION 1

**(52.212-4) CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS
(MAY 2014)**

ADDENDUM TO 52.212-4

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52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING
RESPONSIBILITY MATTERS (JUL 2013)

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

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in 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(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.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)

(1852.225-70) EXPORT LICENSES (FEBRUARY 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be

responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

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

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

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

(End of clause)

(GSFC 52.246-102) INSPECTION SYSTEM RECORDS (APR 2013)

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

(End of clause)

1.1 (1852.216-78) FIRM FIXED PRICE (DEC 1988)

The total aggregate value of all task orders issued.

(End of clause)

1.2 (GSFC 52.211-90) SUPPLIES AND/OR SERVICES TO BE PROVIDED (JUL 2014)

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

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with the SOW and Task Orders Issued	Attachment A – Statement of Work and individual task orders Issued	As specified in individual task orders issued	As specified in Individual Task Order(s) issued
2	IT Security Plan &	Item (1.21) of	30 days after	Electronic Format to the

	Management Plan	Contract, NFS 1852.204-76 / Attachment E	Contract award	Contract Specialist, COR and Task Monitor
3	Task Plans	Item (1.16) of Contract, NFS1852.216-80	Within 7 calendar days after receipt of request for task plan	Electronic Format to the Contract Specialist
4	Organizational Conflicts of Interest (OCI) Avoidance Plan	Item (1.20) of Contract NFS 1852.237-72 / Attachment D	30 days after Contract award	Electronic Format to the Contract Specialist
5	Safety and Health Reporting	Item (1.18) of Contract NFS 1852.223-72	Monthly & Annually	Electronic Format to the Contract Specialist

(End of clause)

1.3 (GSFC 52.216-92) MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIXED PRICE) (APR 2008)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this Contract is **\$85,050**. The maximum amount of supplies or services that may be ordered during the effective period of this Contract is **\$600,000**.

(b) All orders placed under this Contract will be applied to the minimum and maximum specified above.

(c) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 20% of the original maximum amount.

(End of clause)

1.4 (GSFC 52.216-93) SUPPLEMENTAL TASK ORDERING PROCEDURES (FIXED PRICE) (JUL 2006)

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

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

(End of clause)

1.5 CONTRACT FUNDING

The total amount of funding shall be determined by the task orders issued under this contract.

(End of Text)

1.6 SCOPE OF WORK

The Contractor shall provide the personnel, materials, and facilities necessary to provide support services to furnish the items specified in Attachment A, of this Contract, in accordance with the Contract clauses herein and the following attachments included in Section 3.1 LIST OF ATTACHMENTS:

Attachment A: Statement of Work

(End of text)

1.7 (52.216-8) FIXED FEE (MAR 1997)

a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of Clause)

1.9 (GSFC 52.237-92) PLACE OF PERFORMANCE – SERVICES (NOV 2013)

The services specified by this Contract shall be performed at the Contractor's facility.

(End of Clause)

1.8 (GSFC 52.246 93) ACCEPTANCE—LOCATION(S) (SEPT 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

Bob Cosgrove
NASA Headquarters
Mail Stop 6N85
Washington, DC

If this is a fixed price type Contract, acceptance shall be deemed to have occurred constructively--for the sole purpose of computing an interest penalty that might be due the Contractor under the Prompt Payment Act--on the **30th** day after the Contractor has delivered the supplies or services in accordance with the terms and conditions of the contract. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the date of the actual acceptance.

(End of clause)

1.10 (GSFC 52.216-100) INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (SEPT 2013)

Orders issued under this Contract shall be issued by NASA Headquarters Contracting Officer.

(End of Text)

1.11 (GSFC 52.216-103) SUBMISSION OF VOUCHERS FOR PAYMENT (JUN 2014)

- (a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.
- (1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov> and be registered to use the DOD WAWF at <https://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site.
- (2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: <https://www.nssc.nasa.gov/vendorpayment>. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

- (3) For interim cost voucher submissions, the vendor shall use the “Cost Voucher” document type in WAWF. **In addition, the vendor shall change the contract type to “Non-DoD Contract (FAR)”.**

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

- a. Paying Office Activity Address Code: 803112 (NSSC)
- b. Admin Office Activity Address Code: 803118
- c. Ship To Code: 803118
- d. DCAA DoD Activity Address Code (DCAA DoDAAC): [*CO insert the contractor’s cognizant DCAA office from: <http://www.dcaa.mil/> under the “Locator Tab” at the top of the page*]
- e. Service Approver DoDAAC: [*CO insert “Admin Office Activity Address Code” from “b.” above*]
- f. If submitting “Final Cost Voucher,” add Service Approver DoDAAC: [*CO insert “Admin Office Activity Address Code” from “b.” above*]

- (4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation to support each payment request.

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

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

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

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

- (d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.
- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

1.12 INVOICES AND PAYMENT

- (a) Invoices shall be submitted after completion of service outlined in each individual task order. The Contractor shall submit invoices directly to the address specified in GSFC 52.232-95, with one copy each to the Contracting Officer and the Contracting Officer's Technical Representative (COR).
- (b) The invoice must include the name and address of the contractor, invoice date and number, Contract and task order numbers, description of the services/supplies, and include a breakdown of the support by individual by labor category performing the service. Travel and other direct costs (ODC's) shall be broken out separately, in adequate detail, and listed on the invoice as instructed in Task Orders issued against this Contract. Invoices shall be submitted to and approved for payment by the Contracting Officer. Invoices shall contain a statement certifying the actual number of direct labor hours expended. Invoices shall provide labor hour details by SOW activity/task order by Labor Category.
- (c) Invoices shall be submitted monthly in arrears for actual labor hours, travel expenses, and other direct costs. Fractional parts of an hour shall be payable on a prorated basis. Invoices shall include a breakdown of the skill categories by individual's name and labor hours charged. Travel costs shall be reimbursed in accordance with FAR 31.205-46 and the Federal Travel Regulations. Travel invoices shall be broken down in the invoice by individual, number of days, and shall include airfare (origin/destination), reason for travel, per diem rate, and car rental. Travel receipts may be requested by the Contracting Officer and provided by the Contractor for lodging, car rentals, and any other travel expenditures.
- (d) Within 60 days after the expiration of this Contract, the Contractor shall submit one of the following to the Contracting Officer: A final invoice marked "Final" for all outstanding charges or a statement that there are no outstanding charges. The Contracting Officer may at any time before final payment is made under this Contract request an audit of the invoices submitted for payment.
- (e) The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price outlined in each individual task order and shall not exceed the ceiling price outlined in the Contract schedule under the Deliverable Requirements provision, and the Contractor shall not be obligated to continue performance if to do so would exceed the

ceiling price set forth in the task order and Contract schedule. The Contractor is required to notify the Contracting Officer at least 30 days in advance and in writing if it is necessary to revise the ceiling price and provide the reason why the work cannot be performed under the current ceiling price of the task order. The Contracting Officer may determine it is in the best interest of the Government to issue a modification to the task order to increase the ceiling price. The Contractor agrees to perform the work specified in the schedule and all obligations under each individual task order and this Contract within such ceiling price.

(End of Text)

**1.13 (52.232-40) PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS
SUBCONTRACTORS (DEC2013)**

- (a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

1.14 (52.216-22) INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

(End of clause)

1.15 (1852.235-71) KEY PERSONNEL AND FACILITIES (MARCH 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

(End of clause)

1.16 (1852.216-80) TASK ORDERING PROCEDURE (OCT 1996)(ALT I)

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

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

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

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

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

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If Contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

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

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

(End of clause)

1.17 (1852.215-84) OMBUDSMAN (NOV 2011) - ALTERNATE I (JUN 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the

installation ombudsman, 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. 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)

1.18 (1852.223-72) SAFETY AND HEALTH PLAN (NOV 2004)

(a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal

(see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

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

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

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

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

1.19 (1852.223-75) MAJOR BREACH OF SAFETY OR SECURITY (FEB 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. Safety is essential to NASA and is a material part of this contract. 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. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

1.20 (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)

1.21 (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 Requirements. 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)

SECTION 2

2.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS —COMMERCIAL ITEMS (JAN 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

 Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

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(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

(19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

 (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (June 2003) of 52.219-23.

 (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).

 X (25) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).

 (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

 (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

 X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

 X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

 X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

 X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

 X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

 X (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

 X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

 (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA– Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

 (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

 (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

 (ii) Alternate I (DEC 2007) of 52.223-16.

X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

X (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

 (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

 (ii) Alternate I (Mar 2012) of 52.225-3.

 (iii) Alternate II (Mar 2012) of 52.225-3.

 (iv) Alternate III (Nov 2012) of 52.225-3.

 (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

 (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

 (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

 (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

 (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

 (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

 (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

 (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[*Contracting Officer check as appropriate.*]

 X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

 X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

 (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

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 (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, *et seq.*).

 (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

 X (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

 (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

 (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

SECTION 3 - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

3.1 GSFC 52.211-101 LIST OF ATTACHMENTS (SEPT 2013)

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

Attachment	Description	Date	Page
Attachment A	Statement of Work	11/2014	3
Attachment B	Labor Rate Matrix		1
Attachment C	IT Security Applicable Documents List		6
Attachment D	Organizational Conflict of Interest (OCI) Avoidance Plan		TBS*
Attachment E	IT Security and Management Plan		TBS*

*To Be Submitted 30 days after award.

**To Be Proposed

(End of Clause)

**SECTION 4-ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS
COMMERCIAL ITEMS**

To facilitate evaluation of proposals please present the narrative portion in the format below:

4.1. TECHNICAL

- (a) Understanding the Requirement: The offeror shall include a technical approach to meet the requirements of the contemplated Contract. The response should be specific, detailed, and complete enough to clearly and fully demonstrate that it understands the requirements and the inherent problems associated with the objectives of this procurement. The offeror shall describe, in detail, how the requirements in the SOW will be accomplished in a professional, timely manner. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate, as are phrases such as "Standard Procedures will be employed" and "Well known type techniques will be used."
- (b) Representative Task Orders (RTOs): The RTO's included in **Enclosure 3**, are tasks to be used for evaluation purposes that may or may not be issued during the performance period. **Your response to the RTOs shall not exceed 30 pages total (for all three RTOs).** These tasks provide the Offerors with the opportunity to demonstrate in detail their understanding of the requirements and to illustrate their processes that would typically be used to accomplish the tasks.
- i. For each RTO, the offeror shall provide a written task plan. Each task plan shall identify the technical approach, labor categories, projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plan must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; describe the offeror's technical and management approaches and provide a detailed price schedule. The proposal shall address the nature, scope, and complexity in which this work is to be performed. The approach for identifying all risks and risk mitigation. Any assumptions made in preparing a response to these RTOs must be clearly stated.
 - ii. The Offeror shall provide the staffing plan that describes how the offeror intends to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within

the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ, and skill mix required to accomplish each RTO, along with a discussion of the personnel categories proposed under the Contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. Offerors shall provide written position qualifications for the specific labor categories envisioned for each RTO. **(Each position description shall not exceed 1 page and excluded from the page count limitation).** Offeror needs to address the minimum requirements in the position qualifications to include the education, experience and/or key skills and abilities required for these positions. Offeror shall address its plan for maintaining personnel. (Position qualifications shall not exceed 1 page and are excluded from the page count limitation)

- iii. The Offeror shall identify any significant subcontractors, their roles and responsibilities, and their proposed effect on the performance of the RTOs. External dependencies, such as performance by another contractor or the availability of any other sources, shall be fully identified. The Offeror shall describe the technical interfaces associated with the tasks. The Offeror shall describe the organizational interfaces, including those with the government and the users.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

4.2 PAST PERFORMANCE

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition. Past Performance Questionnaire (Enclosure 1) is due one week prior to the closing date of the quote.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of \$80,000 that your company has had within the last 3 years of the RFP release date. Relevance of a past or current contract is evaluated for size and content to include complexity within content. The fact that a contract meets the minimum dollar threshold for consideration (ex: \$100K) does not guarantee any particular evaluation rating for size relevance. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract. Content review will include complexity of the work performed.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to be performing at least 25% of any of the proposed requirements. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 3 years of the RFQ release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of \$50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of \$16M, the offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above \$4M (25% of \$16M) for that significant subcontractor.

If a prime offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The offeror shall provide an estimated value and percentage of work to be performed on this contract by the prime offeror and each significant subcontractor. Indicate the primary functions (SOW) to be performed by the prime offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources)

shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The offeror shall provide the following information on all past/current contract references that meet the above criteria for the prime offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*
- Cage Code and/or DUNS Number of the contractor performing the work.
- Contract number, type, and total original and present or final contract value.
- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of \$100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the offeror over the duration of the contract was \$43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: \$43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of \$43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: \$18,669,528 (\$43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

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- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b)PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Enclosure 1 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government point of contact identified on Enclosure 1 either via mail, email (Alpana.K.Jenne@nasa.gov) or fax 301-286-0357. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Goddard Space Flight Center Contracting Officer no later than the closing date of this solicitation designated in Block 8 of the SF 1449:

NASA Goddard Space Flight Center
Attn: Alpana Jenne Code 210.H
Bldg. 17, Rm. S122
Greenbelt, MD 20771
Telephone: 301-286-6369
FAX: 301-286-0356

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(c) SUMMARY OF DEVIATIONS/EXCEPTIONS (PAST PERFORMANCE PROPOSAL)

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to these Past Performance Proposal instructions.

(End of provision)

4.3 PRICE

The SF 1449, Attachment B– Loaded Labor Rate Matrix, and Price Proposal Matrix Enclosure 2 shall be completed in their entirety and submitted with the offer. The Offeror shall submit its most competitive offer. Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount with cents omitted.

Attachment B– Loaded Labor Rate Matrix: Offeror shall complete Attachment B in accordance with the Offeror's labor rates including any discounts offered. These labor rates are not-to-exceed rates and shall be used to calculate and negotiate the fixed price task orders issued under the resulting Contract. Offeror will be permitted to offer prices for task orders to be placed at lower rates than are listed in the attachment. Offeror shall identify and include all labor categories and skill levels required to perform all Statement of Work functions and requirements during the five (5) year period. The labor categories proposed must reflect all labor and levels within each category anticipated to perform the requirements of the Statement of Work and task orders and should range from entry level to the most senior level. The proposed labor rates shall be loaded labor rates and include overhead, G &A, and fee, if applicable. Details of the direct labor rate pricing matrix shall be included in Attachment B, direct labor rate matrix.

Price Proposal Matrix for RTO Enclosure 2: Offeror shall complete Price Proposal Matrix for RTO Enclosure 2 in its entirety (i.e., Proposed Labor Category, Proposed loaded Rate (same rate as proposed in Attachment B); Total Price (for each labor category); and Total Proposed Price (sum of all labor categories). NOTE: Price Proposal Matrix for RTO's Enclosure 2 is for price evaluation purposes only.

4.4 DEVIATIONS/EXCEPTIONS

Identify and explain the reason for any deviations, exceptions, or conditional assumptions taken with respect to the contract terms and conditions or RFP instructions or to any of the technical requirements of this solicitation, such as the statement of work and related specifications.

4.5 PROPOSAL SUBMISSION INSTRUCTIONS

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Only the required minimum amount of information is requested to provide for proper evaluation. Efforts should be made to keep quotations as brief as possible, concentrating on substantive information essential for a proper evaluation.

The following table contains the page limitations for each portion of the proposal submitted in response to this RFP.

<u>Proposal Component</u>	<u>Maximum Pages</u>
Cover Page	Excluded
Technical	20 pages
Safety and Health Plan	Excluded
Past Performance Proposal	Excluded
Price Proposal Matrix (Enclosure2)	Excluded
Labor Rate Attachment B	1

A page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

Submit signed and dated Proposals to the office specified under Proposal Due date herein at or before the exact time specified in this solicitation. Proposals may be submitted on the SF 1449. As minimum, Proposals must show:

- The RFP number;
- The time specified in the RFP for receipt of proposals;
- The name, address, telephone and facsimile number of the offeror;
- A description of the items being offered in sufficient detail to evaluate compliance with the requirements of the RFP; and
- Price and any discount terms

All quotations shall agree to hold the prices proposed in response to this RFP for 120 calendar days from the date specified for receipt of quotations.

One original and three (3) copies of requested information shall be submitted

Additionally, two (2) electronic copies of the offeror's proposal shall be submitted (in addition to

the hardcopies specified above). All volumes shall be prepared using either Microsoft Word (with backwards compatibility for Microsoft Word 2003) or a searchable Portable Document Format (PDF) compatible with Adobe Reader 9. Price proposal charts shall use Microsoft Excel (with backwards compatibility for Microsoft Excel 2003). Formulas, not values should be used in Excel spreadsheets, unless otherwise directed in the cost model instructions, where amounts are calculated in electronic versions. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

Electronic files of proposal shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

The Government will answer relevant and appropriate questions regarding this RFP. Any questions or comments regarding this solicitation and any terms and conditions shall cite the RFP number and must be submitted in writing to Ms. Alpana Jenne not later than seven (7) business days before the deadline for receipt of quotations. Ms. Alpana Jenne may be reached on telephone number 301-286-6369, or e-mail at Alpana.k.jenne@nasa.gov (preferred method). Questions the Government may have otherwise answered, may not be answered if submitted too late to permit transmittal to all potential offerors reasonably in advance of the due date. Receipt of late questions will not be reason for an extension to the proposal due date. If you do not wish to submit a quotation for this effort, you are requested to notify Ms. Jenne as soon as possible by e-mail.

4.6 COMMUNICATIONS REGARDING THIS SOLICITATION

4.7 SERVICE OF PROTEST (52.233-2)(SEPT 2006)

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

(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)

4.8 PROTESTS TO NASA (1852.233-70) (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)

Proposal Due Date

Quotations are due by the due date and time shown in block 8 of the SF 1449.

External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The required mailing address and external marking for proposals is as follows:

NASA/Goddard Space Flight Center
Greenbelt, MD 20771
Building 16W-Shipping and Receiving Dock
Solicitation Number: NNH14496619R
Attn: Alpana Jenne
Building 17, Room S122
PROPOSAL – DELIVER UNOPENED

Suggested additional marking if delivery is made by a commercial delivery service:

“COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE DELIVERED TO THE DOCK MASTER, BUILDING 16W SHIPPING AND RECEIVING DOCK, NO LATER THAN (OFFEROR-ENTER DATE AND TIME).”

Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock, Building 16W, Goddard Space Flight Center, which must be accessed from Hubble Road off of Soil Conservation Road, north from Greenbelt Road. Proposals must be received at the designated receiving office **no later than the date and time stated on the SF 1449.**

The Building 16W Shipping and Receiving dock is open from 7:30AM to 3:30PM, Monday through Friday, except Government holidays. Contractor personnel conduct the GSFC receiving function, which include mailroom operations. Proposals will be marked with the date and time of receipt, subjected to security screening, secured, and delivered unopened to the Contract Specialist.

There is no public access to the Building 16W Shipping and Receiving Dock. GSFC passes are required for access to the receiving dock.

There are three suggested methods of delivery to the designated proposal receiving office:

U.S. Postal Service Express Mail

Commercial Delivery Service

Delivery by company employee or other individual agent

It is highly encouraged for all offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

If proposals are going to be delivered by a company employee or other individual agent that does not already have badged access to NASA/GSFC, the offeror **MUST** comply with the following instructions and allow sufficient time (potentially one hour or more) for security processing through the North Gate on Hubble Road:

- a. Vehicle must use the Truck Inspection lane (far right lane).
- b. Driver (and any passenger(s)) must be a U.S. Citizen (no exceptions).
- c. Driver shall state that they are delivering a proposal and provide the specific Solicitation Number. Driver must show a copy of the solicitation cover page (or appropriate solicitation instructions or amendment), which includes the solicitation number and proposal due date. The delivery date should be within 1 week of the proposal due date. The solicitation number shall match the solicitation number on the properly marked proposal packages (see section 1 of this provision).
- d. Driver (and any passenger(s)) must provide a valid Driver's License to the Security Officer for identification and recording purposes.
- e. Vehicle must undergo a GSFC Security vehicle inspection.
- f. Driver will be provided with a pass authorizing them to proceed directly to the Shipping and Receiving Dock, Building 16W, ONLY.
- g. After delivering the proposal, the vehicle must immediately exit GSFC back through the North Gate.
- h. If the Solicitation documentation is not provided, the proposal packages are not properly marked, or the driver/vehicle does not pass security procedures, the driver may not be granted access through the North Gate and will be instructed to go the GSFC Main Gate on Greenbelt Road for security processing. If this happens, the driver should contact the Contracting Officer named in this solicitation for further assistance. Note, any delays associated with this process will not result in the Government's acceptance of a late proposal, which is why the use of the U.S. Postal Service or Commercial Delivery Services are highly encouraged.

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

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This request is not to be construed in any way as a commitment of the Government to pay for proposal preparation costs, nor does it obligate the Government to procure said service.

SECTION 5-EVALUATION CRITERIA

The Government will award an IDIQ Contract resulting from this request to the responsible offeror(s) whose offer conforms to this request will be most advantageous to the Government, price and other factors considered. The following evaluation factors shall be used to evaluate quotations: Technical, Past Performance and Price.

The Offeror's Technical, Past Performance, and Price must demonstrate a clear understanding of the nature and scope of the work required. Failure to provide a realistic, reasonable and complete Technical, Past Performance, and Price may reflect a lack of understanding of the Statement of Work requirements and may result in a determination that the proposal is technically unacceptable.

Technical and Past Performance, when combined are significantly more important than Price. As individual factors, Technical is more important than Past Performance which is more important than Price. Offerors are advised that a proposal meeting the objectives and requirements with the lowest price may not be selected if award to a higher priced offeror is determined to be most advantageous to the Government. Also, offeror information provided for one factor may be used to assess other factors if the Government deems appropriate.

Offeror's proposal will be evaluated as follows:

5.1 TECHNICAL EVALUATION

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

- Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance
- Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance
- Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level
- Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government (this could be associated with a process, technical approach, materials, facilities, etc.).
- Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government.

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The Technical factor will be evaluated using the following adjectival ratings:

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

Understanding the Requirement: The offeror shall include a technical approach to meet the requirements of the contemplated Contract. The response should be specific, detailed, and complete enough to clearly and fully demonstrate that it understands the requirements and the inherent problems associated with the objectives of this procurement. The offeror shall describe, in detail, how the requirements in the SOW will be accomplished in a professional, timely manner. Stating that you understand and will comply with the specifications, or paraphrasing the specifications is inadequate, as are phrases such as "Standard Procedures will be employed" and "Well known type techniques will be used."

Representative Task Orders (RTOs): The RTO's included in **Enclosure 3**, are tasks to be used for evaluation purposes that may or may not be issued during the performance period. **Your response to the RTOs shall not exceed 30 pages total (for all three RTOs).** These tasks provide the Offerors with the opportunity to demonstrate in detail their understanding of the requirements and to illustrate their processes that would typically be used to accomplish the tasks.

- iv. For each RTO, the offeror shall provide a written task plan. Each task plan shall identify the technical approach, labor categories, projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plan must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; describe the offeror's technical and management approaches and provide a detailed price schedule. The proposal shall address the nature, scope, and complexity in which this work is to be performed. The approach for identifying all risks and risk mitigation. Any assumptions made in preparing a response to these RTOs must be clearly stated.
- v. The Offeror shall provide the staffing plan that describes how the offeror intends

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to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ and skill mix required to accomplish each RTO, along with a discussion of the personnel categories proposed under the Contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. Offerors shall provide written position qualifications for the specific labor categories envisioned for each RTO. **(Each position description shall not exceed 1 page and excluded from the page count limitation).** Offeror needs to address the minimum requirements in the position qualifications to include the education, experience and/or key skills and abilities required for these positions. Offeror shall address its plan for maintaining personnel. (Position qualifications shall not exceed 1 page and are excluded from the page count limitation)

- vi. The Offeror shall identify any significant subcontractors, their roles and responsibilities, and their proposed effect on the performance of the RTOs. External dependencies, such as performance by another contractor or the availability of any other sources, shall be fully identified. The Offeror shall describe the technical interfaces associated with the tasks. The Offeror shall describe the organizational interfaces, including those with the government and the users.

The offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, entitled "Safety and Health Plan". The offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 "NASA General Safety Program Requirements."

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>

5.2 PAST PERFORMANCE EVALUATION

An offeror's past performance will be evaluated based on the evaluation criteria in this provision. All past performance references must meet the "recent" and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term "offeror" refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of

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significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 3 years prior to the issuance of this RFP. Contracts completed more than 3 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least \$80,000.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to be performing at least 25% of any of the proposed RTO requirements. *Note, the definition of significant subcontractor for the past performance evaluation is the same as that of the price evaluation.*

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - ie., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An offeror shall not be rated favorably or unfavorably if the offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the offeror will receive a “Neutral” rating. However, an offeror with favorable, recent, and relevant past

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performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term "pertinent" is equivalent to the term "relevant." The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

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The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of Text)

5.3 PRICE EVALUATION

The SF 1449, Attachment B – Loaded Labor Rate Matrix, and Price Proposal Matrix Enclosure 2 shall be completed in their entirety and submitted with the offer. The Offeror shall submit its most competitive offer. Final monetary extensions in the price proposal may be expressed as the closest whole dollar amount with cents omitted.

Attachment B – Loaded Labor Rate Matrix: Offeror shall complete Attachment B in accordance with the Offeror's labor rates including any discounts offered. These labor rates are not-to-exceed rates and shall be used to calculate and negotiate the fixed price task orders issued under the resulting Contract. Offeror will be permitted to offer prices for task orders to be placed at lower rates than are listed in the attachment. Offeror shall identify and include all labor categories and skill levels required to perform all Statement of Work functions and requirements during the five (5) year period. The labor categories proposed must reflect all labor and levels within each category anticipated to perform the requirements of the Statement of Work and task orders and should range from entry level to the most senior level. The proposed labor rates shall be loaded labor rates and include overhead, G &A, and fee, if applicable. Details of the direct labor rate pricing matrix shall be included in Attachment B, direct labor rate matrix.

Price Proposal Matrix for RTO Enclosure 2: Offeror shall complete Price Proposal Matrix for RTO Enclosure 2 in its entirety (i.e., Proposed Labor Category, Proposed loaded Rate (same rate as proposed in Attachment B); Total Price (for each labor category); and Total Proposed Price (sum of all labor categories). NOTE: Price Proposal Matrix for RTO's Enclosure 2 is for price evaluation purposes only.

SECTION 6 - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

6.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (52.204-8) (JAN 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

(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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

__ (A) Basic.

__ (B) Alternate I.

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

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

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

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

__ (vi) 52.227-6, Royalty Information.

__ (A) Basic.

__ (B) Alternate I.

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

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

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(End of provision)