

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF 49	PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER NNA15543122R-AMD	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04/06/2015	6. REQUISITION/PURCHASE NUMBER 4200543122			
7. ISSUED BY NASA Ames Research Center, Acquisitions Division, M/S 241-1 Moffett Field, CA 94035-0001		CODE JA	8. ADDRESS OFFER TO (If other than item 7) Marianne.Shelley@nasa.gov					

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

SOLICITATION

9. Sealed offers in original and 0 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in "email submittal" Marianne.Shelley@nasa.gov until 11:00 am local time 05/06/2015
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Marianne Shelley	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS marianne.shelley@nasa.gov
		AREA CODE 650	NUMBER 6044179	EXTENSION	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	25
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	32
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	33
X	F	DELIVERIES OR PERFORMANCE	9				
X	G	CONTRACT ADMINISTRATION DATA	12	X	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	37
X	H	SPECIAL CONTRACT REQUIREMENTS	19	X	M	EVALUATION FACTORS FOR AWARD	45

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXTENSION				

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA	28. AWARD DATE
		(Signature of Contracting Officer)	

**PART 1 – SECTION A – THE SCHEDULE
TABLE OF CONTENTS**

SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS 2

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED 2

B.2 TYPE OF CONTRACT 3

B.3 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991) (CLINs 001-005)3

B.4 FIRM FIXED PRICE (1852.216-78) (DEC 1988) (if exercised, CLINS 006-007, and B.6) 3

B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) (CLINs 001-005)..... 3

B.6 ACCELERATED DELIVERY: PRICE ADJUSTMENTS FOR PHASE 0 and PHASE 2 HARDWARE DELIVERABLES..... 3

SECTION C — DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK..... 5

C.1 SPECIFICATION/ STATEMENT OF WORK..... 5

SECTION D — PACKAGING AND MARKING..... 6

D.1 CLAUSES INCORPORATED BY REFERENCE — SECTION D..... 6

SECTION E — INSPECTION AND ACCEPTANCE..... 7

E.1 CLAUSES INCORPORATED BY REFERENCE — SECTION E 7

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71) (OCT 1988)..... 7

E.3 MATERIAL INSPECTION AND RECEIVING REPORT (1852.246-72) (AUG 2003) 7

SECTION F — DELIVERIES OR PERFORMANCE..... 9

F.1 CLAUSES INCORPORATED BY REFERENCE — SECTION F 9

F.2 PERIOD OF PERFORMANCE..... 9

F.3 PLACE OF PERFORMANCE..... 9

F.4 DELIVERY AND/OR COMPLETION SCHEDULE..... 9

F.5 ADVANCE NOTICE OF SHIPMENT (1852.247-72) (OCT 1988)..... 10

F.6 DELIVERY INSTRUCTIONS..... 10

SECTION G — CONTRACT ADMINISTRATION DATA..... 12

G.1 CLAUSES INCORPORATED BY REFERENCE — SECTION G..... 12

G.2 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988) (applies to Cost Plus Fixed Fee Items)..... 12

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998) as modified by NASA Procurement Information Circular (PIC) 14-02. (applies to Cost Plus Fixed Fee Items) 12

G.4 SUBMISSION OF INVOICES (ARC 52.232-90) (JAN 2012) (applies to Firm Fixed Price invoices) 13

G.5 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)..... 14

G.6 TECHNICAL DIRECTION (1852.242-70) (SEP 1993) 14

G.7 1852.245–70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011) 15

G.8 1852.245–73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)..... 16

G.9 1852.245–74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) 16

G.10 1852.245–76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245–1 (JAN 2011) 17

G.11 1852.245–78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011) 17

SECTION H — SPECIAL CONTRACT REQUIREMENTS 19

H.1 CLAUSES INCORPORATED BY REFERENCE — SECTION H..... 19

H.2 EXPORT LICENSES (1852.225-70) (FEB 2000)..... 19

H.3 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988).. 19

H.4 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)..... 20

H.5 DATA RIGHTS AND SUBCONTRACTING (ARC 52.227-97) (MAY 2013)..... 21

H.6 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)..... 23

H.7 INCORPORATION OF THE CONTRACTOR’S PROPOSAL 24

PART II – CONTRACT CLAUSES 25

SECTION I – CONTRACT CLAUSES..... 25

I.1 CLAUSES INCORPORATED BY REFERENCE – SECTION I..... 25

I.2 OMBUDSMAN (1852.215-84) (NOV 2011) 28

I.3 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012) 29

I.4 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)..... 29

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS 32

SECTION J - LIST OF ATTACHMENTS 32

PART IV – REPRESENTATIONS AND INSTRUCTIONS..... 33

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS 33

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE..... 33

K.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (DEC 2014) 33

K.3 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007) 36

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 37

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 37

L.2 LISTING OF PROVISIONS INCORPORATED BY REFERENCE 37

L.3 52.216-1 TYPE OF CONTRACT (APR 1984) 38

L.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)..... 38

L.5 52.233-2 SERVICE OF PROTEST (SEPT 2006)..... 38

L.6 PROPOSAL PREPARATION-- INSTRUCTIONS 39

SECTION M- EVALUATION FACTORS FOR AWARD 45

M.1 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL 45

M.2 MISSION SUITABILITY - TECHNICAL APPROACH FACTOR 45

M.3 PAST PERFORMANCE EVALUATION FACTOR..... 47

M.4 COST / PRICE EVALUATION FACTOR 49

SECTION B — SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

- (a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work and all work identified in the specification, and drawings as specified in this contract.

Cost Plus Fixed Fee Supplies/ Services:

CLIN	Phase	Description	Qty	Estimated Cost	Fixed Fee	CPFF
001	0	Carrier 4-point bend specimen (HEEET-6005-001) (delivery no later than 84 days/ 12 weeks after contract award)	39	\$ To be proposed	\$To be proposed	\$To be proposed
002	0	Through Thickness Tension Specimen (HEEET-6007-001) (delivery no later than 84 days/ 12 weeks after contract award)	18	\$To be proposed	\$ To be proposed	\$ To be proposed
003	1	Contractor Drawing Package, Manufacturing Process, Tooling Necessary to support Phase 2 Work (delivery no later than 100 days after contract award)	N/A	\$ To be proposed	\$ To be proposed	\$ To be proposed
004	2	Carrier Forebody Assembly (HEEET-6001-001) (delivery no later than 182 days after contract award)	1	\$ To be proposed	\$ To be proposed	\$ To be proposed
005	2	Carrier Forebody Assembly (HEEET-6001-001) (delivery no later than 238 days after contract award)	1	\$ To be proposed	\$ To be proposed	\$ To be proposed
TOTAL ESTIMATED COST PLUS FIXED FEE				\$ To be proposed	\$ To be proposed	\$ To be proposed

(b) OPTION ITEMS

If Option Items are exercised pursuant to Clause 52.217-7, —OPTION FOR INCREASED QUANTITY – SEPARATELY PRICED LINE ITEM (incorporated by reference, Section D), the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

OPTIONAL HARDWARE REQUIREMENTS – FIRM FIXED PRICE

CLIN.	Phase	Description	Qty	Unit	Unit Price	Total Firm Fixed Price
006	3	Option A: Carrier Thermal Strain Panel	1	EA	\$ To be proposed	\$ To be proposed

007	3	Option B: Additional Composite Panel 48" x 48" x 0.3" thick of flat composite panel material, layup identical to HEEET-6006-001. Per SOW Section 5.4.2:	1	EA	\$ To be proposed	\$ To be proposed
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B.2 TYPE OF CONTRACT

This is a Hybrid Cost Plus Fixed Fee (CPFF) and Firm Fixed Price contract.

(End of text)

B.3 ESTIMATED COST AND FIXED FEE (1852.216-74) (DEC 1991) (CLINs 001-005)

The estimated cost of this contract is \$ TBD exclusive of the fixed fee of \$ TBD.

The total estimated cost and fixed fee is \$ TBD.

(End of clause)

B.4 FIRM FIXED PRICE (1852.216-78) (DEC 1988) (if exercised, CLINS 006-007, and B.6)

The total firm fixed price of this contract is \$TBD.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-81) (JUN 1990) (CLINs 001-005)

- a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$TBD. This allotment is for the Base Period and covers the following estimated period of performance: TBD through TBD.
- b) An additional amount of \$TBD is obligated under this contract for payment of fee.

(End of clause)

B.6 ACCELERATED DELIVERY: PRICE ADJUSTMENTS FOR PHASE 0 and PHASE 2 HARDWARE DELIVERABLES

This contract is performance-based and utilizes various means to incentivize successful performance. The table below provides the Description, Statement of Work reference, the Basis for Price Adjustment and the amount of adjustment to be taken for accelerated delivery of contract requirements.

The total contract price will be adjusted by unilateral modification to reflect an increase in the contract firm fixed price due to the contractor's accelerated delivery of Phase 0 and/or Phase 3 hardware

deliverables, in accordance with the Basis for Price Adjustment, that have been accepted by NASA.

ACCELERATED DELIVERY SCHEDULE			
Description	SOW Ref.	Basis for Price Adjustment	Firm Fixed Price Adjustment
Accelerated delivery and NASA acceptance of all <u>Phase 0</u> deliverables: CLIN 001 - Carrier 4-point bend specimen (HEEET-6005-001) CLIN 002 - Through Thickness Tension Specimen (HEEET-6007-001)	SOW 5.1	Delivery of all Phase 0 deliverables: No later than 8 weeks after Kick-Off Meeting (One week “grace period” allowed)	\$20,000.00 – upon successful accelerated delivery of all Phase 0 deliverables, and NASA acceptance of Phase 0 deliverables, contractor may submit invoice for adjustment amount.
Accelerated delivery and NASA acceptance of all <u>Phase 2</u> deliverables: CLIN 004 - Carrier Forebody Assembly (HEEET-6001-001) CLIN 005 - Carrier Forebody Assembly (HEEET-6001-001)	Sow 5.3	Delivery of all Phase 2 deliverables: No later than 9 months after Kick-Off Meeting (One week “grace period” allowed)	\$20,000.00 – upon successful accelerated delivery of all Phase 2 deliverables, and NASA acceptance of Phase 2 deliverables, contractor may submit invoice for adjustment amount.

(End of text)

[END OF SECTION B]

SECTION C — DESCRIPTION/ SPECIFICATIONS/ STATEMENT OF WORK

C.1 SPECIFICATION/ STATEMENT OF WORK

The Contractor shall provide all personnel, services, equipment, materials, and facilities necessary for, or incidental to, performance of the requirements set forth herein.

Work shall be accomplished in accordance with the Statement of Work (SOW), entitled “Heatshield for Extreme Entry Environment (HEEET) Composite Carrier Structure,” which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(End of text)

[END OF SECTION C]

SECTION D — PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE — SECTION D

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

H. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

None Included By Reference

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

1852.211-70 Packaging, Handling, and Transportation (SEP 2005)

(End of clause)

[END OF SECTION D]

SECTION E — INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE — SECTION E

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

- 52.246-2 Inspection of Supplies — Fixed Price. (AUG 1996)
- 52.246-3 Inspection of Supplies – Cost Reimbursement (MAY 2001)
- 52.246-16 Responsibility for Supplies. (APR 1984)

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

None Included By Reference

(End of clause)

E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (1852.246-71) (OCT 1988)

In accordance with the inspection clause of this contract, the Government may intend to perform the following functions at the locations indicated:

	QUALITY ASSURANCE ITEM	QUALITY ASSURANCE FUNCTION	LOCATION
01	In-process	Inspection	Contractor and/or subcontractor facility
02	Test	Witness	Contractor and/or subcontractor facility
03	Receiving Inspection	Inspection	NASA Ames Research Center

(End of clause)

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

- a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series).
- b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them

in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

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

(End of clause)

[END OF SECTION E]

SECTION F — DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE — SECTION F

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

52.242-15 Stop-Work Order (AUG 1989) – Alternate I (APR 1984)

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

52.247-34 F.O.B. Destination. (NOV 1991)

(End of clause)

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is date of award through TBD.

(End of clause)

F.3 PLACE OF PERFORMANCE

The services to be performed under this contact shall be performed at the following location(s): the Contractor’s facilities located at: TBD and at such other locations as may be directed by the Contracting Officer.

(End of clause)

F.4 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows. For firm fixed price option items, payments will be made as indicated in Section B.1 for items meeting acceptance criteria of CO/ COR.

Item	Milestones/ Deliverables	Qty	Delivery / Acceptance Date
PHASE 0			
1	Carrier 4-point bend specimen (HEEET-6005-001)	39	Delivery no later than 84 days after contract award; or for Accelerated Delivery: for CLINs 001 and 002, no later than 8 weeks after Kick-Off meeting (see clause B.6)
2	Through Thickness Tension Specimen (HEEET-6007-001)	18	
PHASE 1			
3	Contractor Drawing Package, Manufacturing Process, Tooling Necessary to support Phase 2 Work	N/A	Delivery no later than 100 days after contract award

PHASE 2			
4	Carrier Forebody Assembly (HEEET-6001-001)	1	Delivery no later than 182 days after contract award
5	Carrier Forebody Assembly (HEEET-6001-001)	1	Delivery no later than 238 days after contract award, or for Accelerated Delivery: for CLINs 004 and 005, no later than 9 months after Kick-Off meeting (see clause B.6)

If exercised, the Contractor shall deliver and/or complete performance of the items required under this contract as follows:

Item	Description	Delivery Date	Qty	Acceptance Criteria
PHASE 3: OPTIONAL FIXED PRICE HARDWARE REQUIREMENTS				
6	Option A: Carrier Thermal Strain Panel	No later than 56 calendar days after option exercise	1	Acceptance by CO/ COR
7	Option B: Additional Composite Panel 48" x 48" x 0.3" thick of flat composite panel material, layup identical to HEEET-6006-001. Per SOW Section 5.4.2:	No later than 42 calendar days after option exercise	1	Acceptance by CO/ COR

(End of clause)

F.5 ADVANCE NOTICE OF SHIPMENT (1852.247-72) (OCT 1988)

Five (5) work days prior to shipping all hardware items, the Contractor shall furnish the anticipated shipment date, bill of landing number (if applicable), and carrier identity to [COR (TBD)] and to the Contracting Officer.

(End of clause)

F.6 DELIVERY INSTRUCTIONS

a) The Contractor shall ship the items required under this contract to:

NASA Ames Research Center
 PO Box 1
 Moffett Field, CA 94035-0001
 Marked for: TBD
 Contract Number: TBD
 Organization/Office Code: TBD
 Building No.: TBD

b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8:00a.m. and 5:00 p.m., Monday through Friday, excluding Federal holidays.

c) Additional delivery instructions: None

d) Additional marking instructions: None

(End of clause)

F.7 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

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

(End of clause)

[END OF SECTION F]

SECTION G — CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE — SECTION G

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

1852.227-8 Commercial Computer Software – Licensing. (DEC 1987)

1852.242-73 NASA Contractor Financial Management Reporting. (NOV 2004) (See CDRL J.1(a)(2))

1852.245-73 Financial Reporting of NASA Property in the Custody of Contractors. (JAN 2011)
(End of clause)

G.2 PAYMENT OF FIXED FEE (1852.216-75) (DEC 1988) *(applies to Cost Plus Fixed Fee Items)*

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

(End of clause)

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (1852.216-87) (MAR 1998) as modified by NASA Procurement Information Circular (PIC) 14-02. *(applies to Cost Plus Fixed Fee Items)*

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b)(1) If the contractor is authorized to submit interim **cost vouchers** directly to the NASA paying office, the original voucher should be submitted to:

Defense Logistics Agency Wide Area Workflow (WAWF)
<https://wawf.eb.mil/>

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

(3) Copies of vouchers should be submitted as directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

Defense Logistics Agency Wide Area Workflow (WAWF)
<https://wawf.eb.mil/>

(2) Two Copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 NASA Contracting Officer's Representative (COR)

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

(d) Public vouchers for payment of **fee** shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and forwarded to:

NASA/Shared Services Center
Financial Management Division (FMD), Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529-6000
Submittal via Email: NSSC-AccountsPayable@nasa.gov

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

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

(End of clause)

G.4 SUBMISSION OF INVOICES (ARC 52.232-90) (JAN 2012) (*applies to Firm Fixed Price invoices*)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232-8 Prompt Payment clause:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(c) This Contract does does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(End of clause)

G.5 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JUL 1997)

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

New Technology Representative NASA Ames Research Center M/S 202A-3 (Code VP) Moffett Field, CA 94035-0001	Patent Representative NASA Ames Research Center M/S 202A-4 (Code DL) Moffett Field, CA 94035-0001
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- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a “New Technology” clause or “Patent Rights — Retention by the Contractor (Short Form)” clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of clause)

G.6 TECHNICAL DIRECTION (1852.242-70) (SEP 1993)

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

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

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

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

- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR’s authority. If, in the Contractor’s opinion, any instruction or direction by the COR falls within any of the categories

defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is —

(1) Rescinded in its entirety; or

(2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

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

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

(End of clause)

G.7 1852.245–70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)

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

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

(i) Justify the need for the property;

(ii) Provide the reasons why contractor-owned property cannot be used;

(iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;

(iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and

(v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

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

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

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

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

(End of clause)

G.8 1852.245–73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011)

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: [Insert name and address of appropriate NASA Center office.], unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

(End of clause)

G.9 1852.245–74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical

lifespan of the property: and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

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

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

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

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

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

(End of clause)

G.10 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified in Statement of Work (SOW) Appendix C of this contract on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at Contractor Facilities and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

G.11 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)

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

(1) The Contractor shall inventory—

- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;

(iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and

(iv) Complete but undelivered deliverables.

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

in paragraph (c) of this clause.

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

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

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

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

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

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

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

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

(2) Include additional supporting reports of—

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

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

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

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

(End of clause)

[END OF SECTION G]

SECTION H — SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE — SECTION H

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

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

(End of clause)

H.2 EXPORT LICENSES (1852.225-70) (FEB 2000)

- a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at NASA Ames Research Center, Moffett Field, CA 94035, 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)

H.3 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

- a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):
 - (1) data submitted to the Government with limited rights or restricted rights notices;
 - (2) data of third parties which the Government has agreed to handle under protective arrangements;and
 - (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of clause)

H.4 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

a) Paragraph (d)(1) of the “Rights in Data—General” clause of this contract permits the Government to restrict the Contractor’s right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor’s organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government’s direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor’s or the Government’s rights to such data as provided in the “Rights in Data—General” clause of this contract.

(End of clause)

H.5 DATA RIGHTS AND SUBCONTRACTING (ARC 52.227-97) (MAY 2013)

- a) Contractor shall make the representation of background data required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.
- b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.
 - 1) Except as provided in (b)(2) below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - 2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor.
 - 3) The Contractor shall use the following format to identify and assert restrictions on the Government’s use, release, or disclosure of technical data: Identification and Assertion of Restrictions on the Government’s Use, Release, or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government’s rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government’s rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government’s rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

***Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- 4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.
- c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.
 - 1) Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.
 - 2) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:
 - 3) The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

- 4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date.

- d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), Rights in Data—General. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.
- e) Pursuant to Clause FAR 52.227-14©(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph © of the Rights in Data—General clause.
- f) FAR Clause 52.227-17, Rights in Data – Special Works, applies to the following categories of Contract deliverables: plans, documentation, and documents including flowcharts, technical drawings, websites, and NASA presentations.

(End of clause)

H.6 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(End of clause)

H.7 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "HEEET Composite Carrier Structure, NNA15543122R-AMD" is hereby incorporated into the contract by reference.

(End of clause)

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE – SECTION I

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1 Definitions. (NOV 2013)

52.203-3 Gratuities. (APR 1984)

52.203-5 Covenant Against Contingent Fees. (APR 1984)

52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

52.203-7 Anti-Kickback Procedures. (OCT 2010)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

52.204-4 Printed or Copied Double-Sided on Recycled Paper. (MAY 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

52.204-13 System for Award Management Maintenance. (JUL 2013)

52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

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

52.211-5 Material Requirements. (AUG 2000)

52.215-2 Audit and Records – Negotiation. (OCT 2010)

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

52.215-14 Integrity of Unit Prices. (OCT 2010)

52.216-7 Allowable Cost and Payment. (insert "30 days" in paragraph (a)(3)) (JUN 2013)

52.217-6 Option for Increased Quantity. (MAR 1989) (insert “*within the period of performance of the contract*”)

52.217-7 Option for Increased Quantity – Separately Priced Line Items. (MAR 1989) (insert “*within the period of performance of the contract*”)

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

52.219-8 Utilization of Small Business Concerns. (JUL 2013)

52.219-14 Limitations on Subcontracting. (NOV 2011)

52.219-28 Post-Award Small Business Program Representation. (JUL 2013)

52.222-3 Convict Labor. (JUN 2003)

52.222-19 Child Labor – Cooperation with Authorities and Remedies. (MAR 2012)

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

52.222-26 Equal Opportunity. (MAR 2007)

52.222-35 Equal Opportunity for Veterans. (JUL 2014)

52.222-36 Affirmative Action for Workers with Disabilities. (JUL 2014)

52.222-37 Employment Reports on Veterans. (JUL 2014)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

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

52.222-54 Employment Eligibility Verification. (AUG 2013)

52.223-3 Hazardous Materials Identification and Material Safety Data. (JAN 1997), Alt I (JUL 1995)

52.223-6 Drug-Free Workplace. (MAY 2001)

52.223-18 Contractor Policy to Ban Text Messaging While Driving. (AUG 2011)

52.225-1 Buy American Act- Supplies. (FEB 2009)

52.225-5 Trade Agreements. (NOV 2013)

52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

52.227-1 Authorization and Consent. (DEC 2007) (Alt I) (APR 1984)

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

52.227-11 Patent Rights – Ownership by the Contractor (Alt II) (DEC 2007) (Alt V) (DEC 2007) (as modified by NFS 1852.227-11 Patent Rights – Retention by the Contractor (Short Form)

52.227-14 Rights in Data- General. (DEC 2007) (Alt II) (DEC 2007), (Alt III) (DEC 2007), (Alt V) (DEC

2007) (As Modified by NFS 1852.227-14, Rights in Data- General) *references in NFS to adding subparagraph (3) are hereby changed to correctly reflect adding subparagraph (4) in paragraph (d)). For the Limited Rights Notice of Alt. II, the Government identifies the following additional uses:*

(i) Use (except for manufacture) by support service contractors.

(ii) Evaluation by nongovernment evaluators.

(iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part.

(iv) Emergency repair or overhaul work.

(v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.

52.227-16 Additional Data Requirements (JUN 1987)

52.227-17 Rights in Data – Special Works (As modified by NFS 1852.227-17, Rights in Data – Special Works)

52.229-3 Federal, State, and Local Taxes. (FEB 2013)

52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

52.232-8 Discounts for Prompt Payment. (FEB 2002)

52.232-11 Extras. (APR 1984)

52.232-17 Interest. (OCT 2010)

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

52.232-22 Limitation of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt payment. (JUL 2013)

52.232-33 Payment by Electronic Funds Transfer – System for Award Management. (JUL 2013)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

52.233-1 Disputes. (JUL 2002) (Alt I) (DEC 1991)

52.233-3 Protest after Award. (AUG 1996) (Alt I) (AUG 1996)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

52.242-3 Penalties for Unallowable Costs. (May 2001)

52.242-4 Certification of Final Indirect Costs. (JAN 1997)

- 52.242-13 Bankruptcy. (JUL 1995)
- 52.243-1 Changes – Fixed Price. (AUG 1987) (Alt V) (APR 1984)
- 52.243-2 Changes – Cost-Reimbursement. (AUG 1987) (Alt V) (APR 1984)
- 52.244-2 Subcontracts. (OCT 2010) (Insert “TBD” in paragraphs (d) and (j))
- 52.244-5 Competition in Subcontracting. (DEC 1996)
- 52.244-6 Subcontracts for Commercial Items. (MAR 2015)
- 52.245-1 Government Property. (APR 2012)
- 52.245-9 Use and Charges. (APR 2012)
- 52.246-23 Limitation of Liability. (FEB 1997)
- 52.249-2 Termination for Convenience of the Government. (Fixed-Price). (APR 2012)
- 52.249-6 Termination. (Cost-Reimbursement) (MAY 2004)
- 52.249-14 Excusable Delays. (APR 1984)
- 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)
- 52.253-1 Computer Generated Forms. (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

- 1852.219-76 NASA 8 Percent Goal. (JUL 1997)
- 1852.227-11 Patent Rights – Retention by the Contractor (Short Form)
- 1852.235-70 Center for AeroSpace Information. (DEC 2006)

I.2 OMBUDSMAN (1852.215-84) (NOV 2011)

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

(End of clause)

I.3 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)

(a) Definition – “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

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

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

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

(End of clause)

I.4 RELEASE OF SENSITIVE INFORMATION (1852.237-73) (JUN 2005)

- a) As used in this clause, “Sensitive information” refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- c) (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative

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

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

- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
 - (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
 - (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
 - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
 - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
 - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
 - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
 - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- e) When the service provider will have primary responsibility for operating an information

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

- f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90)(FEB 1997)

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment No.	Title	Date	No. of Pages
1	Statement of Work entitled, “Heatshield for Extreme Entry Environment Technology (HEEET) Composite Carrier Structure”	04/01/15	24
2	Contract Data Requirements List (CDRL)	04/01/15	3

(b) The following documents, exhibits, and attachments are included in the solicitation.

Attachment No.	Title	No. of Pages
1	Proposal Cover Sheet (JA 038)	1

(End of clause)

[END OF SECTION J]

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan – Certification (AUG 2009)

52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran – Representation and Certification. (DEC 2012)

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

None included by Reference

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336419.

(2) The small business size standard is 1,000.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) [52.225-2](#), Buy American 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

__ (i) [52.204-17](#), Ownership or Control of Offeror.
 __ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.
 __ (iii) [52.222-48](#), Exemption from Application of the Service Contract 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

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

(End of provision)

K.3 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

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

(End of provision)

[END OF SECTION K]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

<http://www.acquisition.gov/>

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

(End of provision)

L.2 LISTING OF PROVISIONS INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE NUMBER	DATE	TITLE
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.215-20	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
52.217-5	JUL 1990	EVALUATION OF OPTIONS
52.222-38	SEP 2010	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
52.232-38	JUL 2013	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

CLAUSE NUMBER	DATE	TITLE
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES

1852.233-70	OCT 2002	PROTESTS TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION
1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY (insert: see SOW Appendix C)

(End of provision)

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

The Government contemplates a single award hybrid Cost Plus Fixed Fee and Firm Fixed Price contract.

(End of provision)

L.4 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) *Definition.* "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) *Applicability.* This clause applies only to--

- (1) Contracts that have been totally set aside or reserved for small business concerns; and
- (2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).*

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

L.5 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

Marianne Shelley
NASA Ames Research Center
Mail Stop 241-1
Moffett Field, CA 94035-0001

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

(End of provision)

L.6 PROPOSAL PREPARATION-- INSTRUCTIONS

The proposal shall be submitted to NASA Ames Research Center (ARC) via email in portable document format (PDF) or Microsoft Office (Word or Excel). Pages shall be single spaced using no less than 10-point Times New Roman or Arial font with a one inch border minimum on all sides. All proposals will be submitted in four volumes (four separate electronic files) as described below.

VOL I - OFFER (No page limit)

Include a cover letter that includes a signed acknowledgement of any solicitation amendments. Provide all of the following information:

1. Full legal company name and address, and address of manufacturing facility where performance will occur, if a different location.
2. DUNS # and CAGE code to be used to verify contractor's records in federal acquisition and administrative databases including current registration in System for Award Management (www.sam.gov).
3. Include names, telephone numbers, and email addresses of persons to be contacted for both technical and contractual questions.
4. Include a statement/ discussion of the offeror's ability to handle ITAR information/ ITAR compliance status. (Indicate US citizenship or US person status of all personnel who will have access to Government information during period of performance). Compliance is a requirement for award.
5. Include SF33 Solicitation, Offer, and Award (posted with this solicitation) that must be signed by an official authorized to contractually bind your company. Blocks 14 through 18 of the SF 33 shall be completed.
6. Complete Section K, Representations and Certifications.

VOL II- MISSION SUITABILITY - TECHNICAL APPROACH (Not to exceed 20 pages)

Offerors shall submit a description of the proposed technical approach for manufacturing the HEEET Carrier Structure hardware. Offerors shall submit a document that specifically describes and demonstrates the offeror's understanding of the technical requirement, and their current experience, infrastructure, capabilities, and describes the technical feasibility of the proposed manufacturing effort. This Volume II shall include the following information:

1. The offeror's approach to manufacturing and fabrication of flat panels, carrier structure tooling and brackets, and carrier structures.
2. A description of company manufacturing facilities, equipment, and the infrastructure capabilities to successfully perform the SOW requirements.
3. The offeror's proposed Kick-off meeting agenda, strategies, and goals.

4. The offeror's plans for design and fabrication of necessary tooling.
5. Provide both a Quality Management System Manual and a preliminary Quality Assurance Plan (SOW 6.1.1) (not included in total page count). Provide a discussion of offeror's implementation of product assurance efforts to assure delivered products meet all requirements.
6. The offeror's program management approach to maintaining high quality standards for hardware deliverables, while identifying opportunities for cost reduction during contract performance, and also successfully meeting accelerated delivery schedule.
7. Include the proposed Project Schedule including Manufacturing Verification Testing, the schedule for Manufacturing Readiness Reviews, the schedule for procurement of all raw materials, and the proposed delivery schedule for contract deliverables.
8. A description of staff personnel whose expertise, experience, and education will be critical to the successful performance of the SOW requirement.
9. A list of proposed subcontractors and suppliers, and a description of the work they shall provide, and the subcontractor's/ supplier's certifications.
10. A description of offeror's packaging processes for shipment of hardware items.
11. Provide a list of your company's quality certifications.
12. Provide ITAR compliance information for your company – i.e., is company registered with the US Department of State's Directorate of Defense Trade Controls, assurance and strategy for only US citizens/ US persons to handle sensitive Government documents, etc.

VOL III- PAST PERFORMANCE (Not to exceed 10 pages)

Offerors shall submit relevant information in this Volume III that describes and demonstrates the extent of the offeror's past performance, experience, and capabilities with space-qualified composite structure design, fabrication and testing. Describe how these past experiences will ensure successful performance on the current solicitation.

Offerors shall submit information (including data from relevant Federal, State, and local governments and private contracts) that can be used to evaluate their past performance. Provide a list of at least two (2) previous contracts of similar or greater size, content, and complexity. Include contract number(s), the type of contract, name of government agency if applicable, point of contact phone and email address from the organization placing the contract, dates of performance, a brief description of the technical accomplishments of the work and the total dollar value of the contract. Past performance references must be recent (within 5 years) and relevant.

The Contracting Officer may also access past performance information through the Contractor Performance Assessment Reporting System (CPARS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers, NASA technical personnel, Contracting Officers, and other sources known to the Government, including commercial sources. Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. Offerors without a record of past performance or for whom past performance information is not available, will not be evaluated favorably or unfavorably.

VOL IV- COST /PRICE (No page limit)

Please provide a Cost Plus Fixed Fee (CPFF) proposal for Contract Line Item Numbers (CLINs) 001 - 005 and a Firm-Fixed Price (FFP) proposal for CLINs 006 and 007 for the Supplies and/or Services To Be Provided in Section B.1.

General Instructions

- A. You must provide the following information on the first page of your pricing proposal:
- (1) Solicitation number; NNA15543122R-AMD
 - (2) Name and address of company;
 - (3) Name and telephone number of point of contact;
 - (4) Type of contract action - new contract
 - (5) Type of contract (that is, FFP, CPFF, CPIF, CPAF, FPI or other);
 - (6) Places and periods of performance;
 - (7) Identification, quantity and total price of each contract line item;
 - (8) Name and identifying information of your company's cognizant Defense Contract Management Agency (DCMA) contract administration office (if applicable) and cognizant Defense Contract Audit Agency (DCAA) office;
 - (9) Whether you will require the use of Government property in the performance of the contract, and, if so, what property; (see SOW Appendix C)
 - (10) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR [Part 31](#), Cost Principles, and, if not, an explanation;
 - (11) Name, title, email address and signature of authorized representative; and
 - (12) Date of submission.

Form JA 038 (see Attachment J.1(b)(1)) may be used for the purpose of providing this information, but is not required.

Items B through H below apply to the CPFF proposal. Item I below applies to the FFP proposal.

- B. As part of the specific information required, you must submit, with your proposal information reasonably required to explain your estimating process, including—
- (1) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (2) The nature and amount of any contingencies included in the proposed price.

- C. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item. You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- D. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.
- E. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.
- G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.
- H. Provide a description of your company's accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed and approved by the Government, provide the name and telephone number of the cognizant Government office, including email and phone number of auditor.
- I. For **Firm Fixed Price Option Items**, provide an itemized firm fixed price for each CLIN in the Schedule in B.1.

Specific Instructions for CPFF Proposal – Cost Elements

Pricing must include itemized direct and indirect costs to perform the work as required by the Statement of Work, including labor hours and dollars for performing the required work, program management support, administrative support, and required meetings/ reviews/ and reporting during the period of performance. The proposal must indicate the Total Cost, Total Fixed Fee, and Total Cost Plus Fixed Fee.

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. *Materials and services.* Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR [15.403-4](#). Submit the subcontractor certified cost or pricing data and data other than certified cost or pricing data as part of your own proposal. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

(1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the

appropriate threshold set forth at FAR [15.403-4](#) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR [31.205-26\(e\)](#)).

(2) *All Other*. Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR [15.403-4](#) and not otherwise exempt, in accordance with FAR [15.403-1\(b\)](#) (*i.e.*, adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$12.5 million or more, or both more than the pertinent certified cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included as part of your own certified cost or pricing data. You must also submit any data other than certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. *Direct Labor*. Provide a time-phased (*e.g.*, monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. *Indirect Costs*. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation. Please provide information on pool expenses and base costs for each proposed indirect cost rate for your company's three most recently completed fiscal years.

D. *Other Costs*. List all other costs not otherwise included in the categories described above (*e.g.*, special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. *Royalties*. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement

- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.
- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable)
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR [27.202](#) and [31.205-37](#)).

F. *Facilities Capital Cost of Money.* When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR [31.205-10](#)).

G. *Fixed Fee.* Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost, not the actual cost, of the task. The proposed fixed fee rate will apply to all changes under the contract.

PROPOSAL SUBMITTAL INSTRUCTIONS:

EMAIL OFFERS TO:

Marianne.Shelley@nasa.gov

All four proposal volumes shall be submitted to the above email address NO LATER THAN the date and time indicated in Block 9 of the SF33 (contract cover page). Offers will be accepted electronically (only) and shall be sent only to the email address listed above.

Note: Failure to follow these instructions may render contractor's submittal as "non-responsive."

LATE SUBMISSION: Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

(End of text)

[END OF SECTION L]

SECTION M- EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION AND EVALUATION FACTORS--GENERAL

1. Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, "Source Selection". The Source Evaluation Board procedures at NFS 1815.370, "NASA source evaluation boards" will not apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

2. Evaluation Factors

The evaluation factors are Mission Suitability, Past Performance, and Cost/ Price. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor. Only the Mission Suitability factor is numerically scored.

3. Relative Order of Importance of Evaluation Factors

Mission Suitability is moderately more important than Past Performance, and Past Performance is slightly more important than Cost. Mission Suitability and Past Performance, when combined, are significantly more important than Cost.

(End of text)

M.2 MISSION SUITABILITY - TECHNICAL APPROACH FACTOR

The Government will evaluate the offeror's technical approach to meeting the requirements of the Statement of Work (SOW). The offeror's proposal will be evaluated for technical merit, reasonableness, thoroughness, and effectiveness on how well it demonstrates its understanding of the SOW requirements. The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts or whether they are overstated or understated for the effort to be accomplished. If the offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of the requirements.

Specifically, NASA will evaluate the offeror's technical approach and rationale for the following:

1. The offeror's approach to manufacturing and fabrication of flat panels, carrier structure tooling and brackets, and carrier structures.
2. The offeror's manufacturing facilities, equipment, and the infrastructure capabilities to successfully perform the SOW requirements.
3. The offeror's proposed Kick-off meeting agenda, strategies, and goals.
4. The offeror's plans for design and fabrication of necessary tooling.

5. The offeror's Quality Management System Manual and preliminary Quality Assurance Plan, and the vendor's proposed product assurance efforts to assure delivered products meet all requirements.
6. The offeror's program management approach to maintaining high quality standards for hardware deliverables, while identifying opportunities for cost reduction during contract performance, and also successfully meeting accelerated delivery schedule.
7. The offeror's proposed Project Schedule including Manufacturing Verification Testing, the schedule for Manufacturing Readiness Reviews, the schedule for procurement of all raw materials, and the proposed delivery schedule for contract deliverables.
8. How proposed staff personnel - their expertise, experience, and education, will help to ensure successful performance.
9. The proposed subcontractors and suppliers, the SOW tasks they are proposed to provide, and the subcontractor's/ supplier's certifications.
10. The offeror's packaging processes for shipment of hardware items.
11. The offeror's quality certifications.
12. The offeror's ITAR compliance status- if company is registered with the US Department of State's Directorate of Defense Trade Controls, offeror's assurance and strategy for only US citizens/ US persons to handle sensitive Government documents.

Evaluation Findings

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

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 – 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– 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.

Weights and Scoring

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability - Technical Approach factor will be weighted and scored on a 1000-point scale.

The Mission Suitability factor will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A) (see below).

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

(End of text)

M.3 PAST PERFORMANCE EVALUATION FACTOR

By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror's suitability to fulfill the requirements of this contract. This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of this solicitation.

The overall confidence rating assigned to Past Performance (see below) will reflect a subjective evaluation of the information contained in the written narrative, including prior contracts, and other references, if any, that the Government may contact for additional past performance information. Offerors may provide information on problems encountered on the identified prior contracts and the offeror's corrective actions. The Government shall consider this information, as well as information obtained from any other sources, when evaluating the offeror's past performance.

In accordance with FAR 15.305(a)(2)(iv), offerors without a record of relevant past performance, or for whom information on past performance is not available, will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

Specifically, NASA will evaluate the offeror's past performance/ experience for the following:

1. An evaluation of the extent of the offeror's past performance, experience and capabilities with space-qualified composite structure design, fabrication and testing, and the offeror's

- justification for how these past experiences will ensure successful performance on the current solicitation.
2. An evaluation of the offeror's performance on previous contracts of similar or greater size, content, and complexity, and how these experiences and capabilities will lead to capability for the current effort.
 3. Any other past performance information provided by the offeror, or obtained by the NASA evaluators.

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

Very High Level of Confidence

The offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and 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. (One or more significant strengths exist. No significant weaknesses exist.)

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. Offeror's past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had 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. (One or more significant strengths exist. Strengths outbalance any weakness.)

Moderate Level of Confidence

The offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been 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. (There may be strengths or weaknesses, or both.)

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. Offeror achieved adequate results; there may have been 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. (One or more weaknesses exist. Weaknesses outbalance strengths.)

Very Low Level of Confidence

The offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which adversely affected 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. (One or more deficiencies or significant weaknesses exist.)

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)

M.4 COST / PRICE EVALUATION FACTOR

(1) The cost/price evaluation will be conducted in accordance with FAR 15.305(a)(1) and NASA FAR Supplement 1815.305(a)(1).

(2) In accordance with FAR 15.402, NASA will conduct a price analysis to determine if the proposed price for each Contract Line Item, as well as the total proposed contract price is fair and reasonable. The price analysis will be conducted using techniques outlined in FAR 15.404-1(b).

(3) Additionally, for the CPFF Contract Line Items, NASA will conduct a cost realism analysis to determine what the Government should realistically expect to pay for the proposed effort, the offeror's understanding of the work, and the offeror's ability to perform the contract.

(4) Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost".

(5) NASA will determine the probable cost of each offeror's overall cost for the CPFF Contract Line Items by evaluating the realism of the proposed costs to ensure the offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of the SOW requirements, and reflect a sound approach to satisfying those requirements. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the NASA evaluators and included in the assessment for each offer.

(6) If the NASA evaluators determine that a proposal does not adequately demonstrate that the offeror will be able to perform the work, including the appropriateness of the offeror's proposed resources, the NASA evaluators may determine this to be a Mission Suitability weakness, adversely affecting the offeror's Mission Suitability scores as well as require an adjustment for probable cost.

(7) Evaluation of options shall not obligate the Government to exercise such options.

(End of text)

[END OF SECTION M]