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SUPPLIES OR SERVICES AND PRICES/COSTS

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The estimated cost of this contract is [_To be Determined at Task Order Level_] exclusive of the fixed fee of [_To be Determined at Task Order Level_]. The total estimated cost and fixed fee is [_To be Determined at Task Order Level_].
(End of clause)

B.2 1852.216-78 FIRM FIXED PRICE (DECEMBER 1988)
*APPLICABLE FOR FIXED PRICE TASKS - WILL BE DETERMINED UPON ISSUANCE OF TASK ORDERS

The total firm fixed price of this task order is $ [To be Determined at Task Order Level].

B.3 1852.232-81 CONTRACT FUNDING. (JUN 1990)
*APPLICABLE FOR COST REIMBURSEMENT TASKS – FUNDING - WILL BE DETERMINED UPON ISSUANCE OF TASK ORDERS

(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 $ _[To be Determined at Task Order Level]. This allotment is for [Insert applicable item number(s), task(s), or work description] __[To be Determined at Task Order Level] and covers the following estimated period of performance: __[To be Determined at Task Order Level].

(b) An additional amount of $_[To be Determined at Task Order Level]_ is obligated under this contract for payment of fee.

(End of Clause)

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the Statement of Work entitled "Unmanned Aircraft Services (UAS) into the National Airspace System (NAS) FAA Test Site Operator Support Services". (Attachment J-01 IDIQ SOW)

(End of text)

SECTION D
PACKAGING AND MARKING

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1852.227-70 NEW TECHNOLOGY-OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION. (NOV 1998)
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1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE. (DEC 1987)
1852.242-70 TECHNICAL DIRECTION. (SEP 1993)
1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES. (DEC 1988)
1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING. (NOV 2004)
1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT. (JAN 2011)
1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS. (JAN 2011)
1852.245-75 PROPERTY MANAGEMENT CHANGES. (JAN 2011)
1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY. (JAN 2011)
1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS. (JAN 2011)

G.2 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT. (MAR 1998)

(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) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:
Department of Defense's (DOD) Wide Area Work Flow (WAWF) electronic invoicing system.

(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) The contractor shall prepare and submit all interim cost vouchers, except for classified vouchers, through the Department of Defense's (DOD) Wide Area Work Flow (WAWF) electronic

invoicing system. To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov and be registered to use the DOD WAWF at https://wawf.eb.mil.

Contractors can obtain NASA invoice payment information, to include NASA Activity Address Codes, at the NASA Shared Services Center (NSSC) Vendor Payment information website at https://www.nssc.nasa.gov/vendorpayment.

(2) When submitting the voucher, the contractor shall attach one original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment within the WAWF system. The contractor shall populate the DoDAAC fields as follows:

Pay Office	Admin	DoDAAC	Service Approver/Acceptor *
803112	809192	HAA802	809192

* Final cost vouchers shall be prepared in accordance with the procedures in paragraph (c) of this clause. The Service Approver/Acceptor DoDAAC is required only for final cost vouchers.

(3) The Contractor shall enter the e-mail address(es) identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system: rosalia.toberman@nasa.gov and heather.a.maliska@nasa.gov.

(4) Submit 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:

Copy 1 NASA Contracting Officer

NASA Armstrong Flight Research Center
P.O. Box 273, Bldg. 703, M/S S-323
Edwards, CA 93523-0273

Copy 2 Project management office.

NASA Armstrong Flight Research Center, Code PA
P.O. Box 273, M/S 2332
Edwards, CA 93523-0273

(5) 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 be forwarded to:

E-mail address: NSSC-AccountsPayable@nasa.gov

Mailing address:
NSSC - FMD Accounts Payable
Bldg. 1111, C Road

Stennis Space Center, MS 3952

Fax Number: 1-866-209-5415

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.3 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (JAN 2011)

(a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

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

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;

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

[*Property to be identified at the Task Order level]*

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract. The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

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

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

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

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

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

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

(2) Office furniture.

(3) Property listed in [_To be Determined at Task Order Level_].

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

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

(4) Supplies from stores stock.
(5) Publications and blank forms stocked by the installation.

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

(7) Installation service facilities: *none*

(8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(9) Cafeteria privileges for Contractor employees during normal operating hours.

(10) Building maintenance for facilities occupied by Contractor personnel.

(11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.4 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 below or in Attachment [*To be determined at the Task Order level]* 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 [*To be determined at the Task Order level* 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)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS. (DEC 2006)

H.2 1852.244-70 GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM. (APR 1985)

H.3 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

H.4 1852.216-80 TASK ORDERING PROCEDURE (OCTOBER 1996)

H.5 52.236-13 -- ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will --

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall --

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall

immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of Clause)

Alternate I (Nov 1991). If the contract will involve (a) work of a long duration or hazardous nature, or (b) performance on a Government facility that on the advice of technical representatives involves hazardous materials or operations that might endanger the safety of the public and/or Government personnel or property, add the following paragraph (f) to the basic clause:

(f) Before commencing the work, the Contractor shall – submit a Safety and Health Plan as required in NFS 1852.223-43 prior to commencing work under Task Order 2, if awarded.

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

H.6 1852.223-70 SAFETY AND HEALTH (APRIL 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.
(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.
(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health-measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.
(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any

type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.7 1852.232-77 LIMITATION OF FUNDS (FIXED- PRICE CONTRACT). (MAR 1989)

(a) Of the total price of items [TBD] through [TBD], the sum of $[TBD] is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date Amounts
[*To be determined at the Task Order level]*

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until [To be determined at the Task Order level]

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c) (2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the

date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c) (3) (ii) of this clause, additional funds are not allotted by the date specified in paragraph (c) (1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.8 1852.235-74 ADDITIONAL REPORTS OF WORK - RESEARCH AND DEVELOPMENT. (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) Monthly progress reports. The Contractor shall submit separate monthly reports of all work

accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports should include a separate analysis section interpreting the results obtained, recommending further action, and relating occurrences to the ultimate objectives of the contract. Sufficient diagrams, sketches, curves, photographs, and drawings should be included to convey the intended meaning.

(c) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within [10]days after the completion of the effort under the contract.

(End of clause)

SECTION I
CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.202-1 DEFINITIONS. (NOV 2013)
52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
52.203-7 ANTI-KICKBACK PROCEDURES. (MAY 2014)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (OCT 2010)
52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)
52.204-2 SECURITY REQUIREMENTS. (AUG 1996)
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUL 2013)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (JUL 2013)
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (NOV 2014)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
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)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (DEC 2014)
52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS. (APR 2008)

52.215-2 AUDIT AND RECORDS - NEGOTIATION. (OCT 2010)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (OCT 2010)
52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (OCT 2009)
52.216-7 ALLOWABLE COST AND PAYMENT. (JUN 2013)
52.216-8 FIXED FEE. (JUN 2011)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2014)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2014)
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I.2 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of Clause)

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ___Award date__ through five year's after award.

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

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

(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than __$150,000*,* the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $500,000;

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within _10_ days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within __30_ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

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

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

(End of Clause)

I.7 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

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

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

(End of clause)

I.8 52.244-6 Subcontracts for Commercial Items. (APR 2015)

(a) Definitions. As used in this clause-

Commercial item has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

Subcontract includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its

1.9 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.10 1852.215-84 Ombudsman. (NOV 2011)

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

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

(End of clause)

I.11 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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

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

contracting officer to determine if funding on this contract can be used for that purpose.

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

(End of clause)

SECTION J
LIST OF ATTACHMENTS

Section	Title
J-01	IDIQ Statement of Work for the Unmanned Aircraft Services (UAS) into the National Airspace System (NAS) FAA Test Site Operator Support Services
J-02	Task order 1 Statement of Work for the Unmanned Aircraft Services (UAS) into the National Airspace System (NAS) Partnership with FAA UAS Test Sites For UAS Traffic Management (UTM) Integration
J-03	Task Order 2 Statement of Work for the Unmanned Aircraft Services (UAS) Integration in the National Airspace System (NAS) Live, Virtual, Constructive- Distributed Environment (LVC-DE) connection Development
J-04	Live Virtual Constructive (LVC) Interface Control Document (ICD) for the LVC Gateway Flight Test 3 February 26, 2015 LVC ICD-
J-05	IT Security Management Plan Template
J-06	UTM Concept of Operations (ConOps) (See Section L.17)
J-07	Live Virtual Constructive Distributed Environment (LVC) Software Design Description (SWDD)
J-08	Terms of Reference RTCA SC-228 TOR
J-09	UTM Client Interface Control Document (See Section L.17)
J-10	UTM Fact Sheet
J-11	Visit Request Form (AFRC 10735)
J-12	Map

SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)

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

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

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

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

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

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

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

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

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

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

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

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence

Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

[X] (i) 52.204-17, Ownership or Control of Offeror.
[X] (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
[] (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.
[] (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.
[] (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
[] (vi) 52.227-6, Royalty Information.
[] (A) Basic.
[] (B) Alternate I.
[] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

FAR Clause No.[]
Title[]
Date[]
Change[]
Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

K.3 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (MAY 2012)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of $700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained

from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [*Name and Address of Cognizant ACO or Federal Official Where Filed:*]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

> [] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:
>
> Date of Disclosure Statement: []
>
> Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

> [] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
> [] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

> If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting

Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

(End of provision)

K.4 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.5 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

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

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

(End of provision)

K.6 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION FEB 2012)

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

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

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

(b) The offeror represents that

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

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

(End of provision)

K.7 1852.209-73 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION of COMMUNITY ORGANIZATIONS for REFORM NOW (ACORN) or a SUBSIDIARY of ACORN (DEVIATION FEB 2012)

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

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

(End of provision)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (JUL 2013)

L.2 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

L.4 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

L.5 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)

L.6 1852.227-84 PATENTS RIGHT CLAUSES. (APR 2015)

L.7 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA. (OCT 2010)

(a) *Exceptions from certified cost or pricing data*. (1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered*. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception*. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data*. If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

L.8 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of multiple Indefinite Delivery Indefinite Quantity (IDIQ) task order contracts with the capability for cost reimbursement (cost plus fixed fee) and fixed price tasks resulting from this solicitation.

(End of provision)

L.9 52.233-2 SERVICE OF PROTEST. (SEP 2006)

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

Rosalia Toberman
NASA Armstrong Flight Research Center
2825 E. Avenue P. Building 703
M/S S323-E

Palmdale, CA 93550

(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.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

http://www.acqnet.gov/far/

NASA FAR Supplement (NFS) clauses:

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

(End of Provision)

L.11 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE. (DEC1988)

(a) A preproposal/pre-bid conference will be held as indicated below:

Date: June 18, 2015
Time: 9 A.M. PST
Location: Ames Research Center, Mountain View, CA
See Map under Attachment J-12

Other Information, as applicable:

For purposes of badging, please complete the attached AFRC10735 Visitors Request form section "visitor information" (attachment J-11) for up to 2 individuals who will be attending the pre-proposal conference no later than 4:00 p.m. on June 12, 2015. Submit the DFRC735-1 form to Rosalia Toberman via e-mail: rosalia.toberman@nasa.gov and Giovanna.bowen@nasa.gov.

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

L.12 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

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

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	I	L.19	Excluded
Technical Volume Task Order I	II	L.20	5 Pages
Technical Volume Task Order II	II	L.20	25 Pages
Cover Page, Indices, SOW Compliance Matrix, Government Property List			Excluded
Price Volume	III	L.21	Excluded
Basis of Estimates			Excluded

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

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

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

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

(End of provision)

L.13 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.14 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION. (JAN 2011)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.

(b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

(c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.

(d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: The contract that provided the property, the responsible Contracting Officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges (June 2007), and the contact information for the responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

(e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost. Equipment approved as part of the award need not be requested under NFS clause 1852.245-70,

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment:

Will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall identify the end item or system and shall include all descriptive information, identification numbers (when available), quantities required and estimated costs.

(h) Existing Government property may be reviewed at the following locations, dates, and times: [*To be proposed*]

(End of provision)

L.15 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY. (JAN 2011)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, Government Property, included in this solicitation. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property. (TBD)

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, Government Property Installation Operation Services, as included in this solicitation. The offeror shall notify the Government of its intention to use or not use the property. (TBD)

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(End of provision)

L.16 DUE DATE FOR RECEIPT OF PROPOSALS

(a) The due dates and times for receipt of proposals is as follows:

Volume	Title	Date	Local Time (PST)
I	Technical Factor	7/9/2015	3:00 PM
II	Price	7/9/2015	3:00 PM

(b) Proposals shall be mailed to the address specified in Block 7 of the SF33. Proposals that are hand carried to the Government shall be delivered to AFRC Building 703, Rm S-323 prior to the times specified in paragraph (a). Offerors shall contact Rosalia Toberman at 661-276-3931 to coordinate the delivery of any proposal that will be hand carried to AFRC.
(c) Proposals received after the due dates shown above will be processed in accordance with FAR Clause 52.215-1 "Instructions to Offerors—Competitive Acquisitions."

L.17 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Rosalia Toberman
Email: rosalia.toberman@nasa.gov
Address: NASA Armstrong Flight Research Center

Attn: Rosalia Toberman
2825 E. Avenue P. Building 703
M/S S323-E
Palmdale, CA 93550

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

Questions or comments should be submitted by June 29, 2015 at 3:00PM (PST) to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

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

Attachments J-06 UTM Concept of Operations (ConOps) and J-09 UTM Client Interface Control Document are not available for public release. To request access to the listed documents submit your request to Rosalia Toberman, Contracting Officer at Rosalia.toberman@nasa.gov.

(End of provision)

L.18 PROPOSAL PREPARATION – GENERAL INSTRUCTIONS

(a) Offerors shall submit proposals in two volumes as specified, below. Each part of the proposal should be completed and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Each volume listed below shall be stand-alone and not require reference to another volume. Plastic spiral bindings are preferred for the submitted paper proposal information. Paper proposals shall be tabbed.

Proposal Component	Title	Original	Additional	Electronic
Volume. I	Technical	1	3	2
Volume. II	Price	1	1	1

(b) Electronic copies of each volume shall be submitted in addition to the hard copies specified in above in PDF (Portable Document Format). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB 2.0 flash memory device with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB stick. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data. The electronic copies of the Pricing are required to be saved and submitted in their Excel (.xls) format, not as a PDF.

(c) Include a cover letter with the proposal, as part of Volume I. As part of that letter, please provide the following information:

- The names, telephone numbers, and e-mail addresses of persons to be contacted for clarification or questions

- If applicable, include a complete description and documentation for teaming or other such business arrangements.
- Statement that the proposal is firm for a period of 180 days
- A completed copy of the Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
- A completed response to Section B
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".

(d) Address and forward the proposal package to:

NASA Armstrong Aircraft Operations Facility
Attn: Rosalia Toberman
2825 E. Avenue P. Building 703
M/S S323-E
Palmdale, CA 93550

(e) Proposals shall be submitted in a format that addresses all the evaluation factors, in order, listed in Section M. Information pertinent to the factors shall be included in their proposal volumes.

(f) Fax proposals are not authorized.

(End of Provision)

L.19 VOLUME I—PREPARATION OF TECHNICAL PROPOSAL

The Techncial Proposal shall set forth, in detail, the Offeror's capabilities for accomplishing the work specified in each and every element described in this Request for Proposals (RFP); the resources that will be devoted to the effort; knowledge of the elements comprising the effort; and measures that will be taken to ensure effective, efficient, timely, and quality performance. The Offeror shall address the factors being evaluated as set forth in Section M in terms of proposal content and sequence of presentation. In the event that other organizations are proposed as being involved in the conduct of this work, their relationship during the effort shall be indicated, and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as applicable.

IDIQ

Contractor shall submit evidence of a signed Other Transaction Agreement with the Federal Aviation Administration (FAA) identifying it as an FAA Test Site Operator designated under the FAA Modernization and Reform Act (FMRA) of 2012 for the purpose of research, development, and testing of Unmanned Aircraft Systems (UAS) aircraft to support integration of unmanned aircraft into the National Airspace System (NAS).

Task Order 1

A written technical approach describing the capability to meet or exceed the various tasks and requirements identified within the SOW to include a detailed description of how the offeror plans to implement, perform and manage effectively the various tasks required to accomplish these requirements in a sound, practical and feasible method. The offeror's technical approach must also present sufficient information to reflect a thorough understanding of the SOW requirements and proposes acceptable methods for ensuring the quality of deliverables with minimal risk to the Government.

Task Order 2

A written technical approach describing the capability to meet or exceed the various tasks and requirements identified within the SOW to include a detailed description of how the offeror plans to implement, perform and manage effectively the various tasks required to accomplish these requirements in a sound, practical and feasible method. The offeror's technical approach must also present sufficient information to reflect a thorough understanding of the SOW requirements and proposes acceptable methods for ensuring the quality of deliverables with minimal risk to the Government.

L.20 VOLUME II—PREPARATION OF PRICE

(a) Submission of "certified cost or pricing data" is not required and the successful offeror will not be required to submit a Certificate of Current Cost or Pricing Data. Offerors are required to submit "data other than certified cost or pricing data" as described herein. The terms "certified cost or pricing data" and "data other than certified cost or pricing data" are defined at FAR 2.101.

The price proposal shall be written in a manner that is consistent with the Offeror's normal, disclosed, and/or approved estimating and accounting practices.

Monetary amounts, other than direct labor rates, shall be expressed to the closest whole dollar amount.

The Offeror shall propose pricing for the services required under the Task 1 SOW and Task 2 SOW. Pricing shall detail how the total proposed price was calculated to include the direct and indirect cost rates associated with the task. The Government will use the information provided by the Offeror to verify the accuracy of the proposed pricing when determining the total proposed price.

(End of Provision)

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 SOURCE SELECTION AND EVALUATION FACTORS

A. General

(a) This competitive negotiated acquisition will be conducted in accordance with Federal Acquisition Regulation (FAR) 15.3, "Source Selection," and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Selection procedures at NFS 1815.370, "NASA formal source selection," will apply.

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

(c) Award will be made to the responsible Offeror(s) whose proposal meets the requirements of the solicitation and provides the best value to the Government. The Government intends to award a contract without discussions, however, the Government reserves the right to conduct discussions if the SSA later determines them to be necessary.

(d) This is a competitive multiple award source selection in which competing Offerors' Technical Proposals and Price will be considered. By submission of its offer, the Offeror agrees to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements including those identified as evaluation factors and sub-factors.

(e) The Government may award one or more IDIQ contract(s) to the Offeror or Offerors determined to be Technically Acceptable under the IDIQ evaluation criteria. Only technically acceptable offers will be consiwdered for award of an IDIQ contract.

B. Task Order Evaluation Factors

The two evaluation factors for this procurement are indicated below. These factors will be used to evaluate each proposal.

Technical
Price

M.2 IDIQ CONTRACT EVALUATION

Technically Acceptable: The Technically Acceptable rating for award of the IDIQ contract will consist of evaluation of the offerors submitted documentation of a signed Agreement with the Federal Aviation Administration (FAA) identifying it as an FAA Test Site Operator designated under the FAA FMRA of 2012 for the purpose of research, development, and testing of Unmanned Aircraft Systems (UAS) aircraft to support integration of unmanned aircraft into the National Airspace System (NAS). This evaluation will be conducted on a pass/fail basis, assigning a rating of Acceptable or Unacceptable using the descriptions in the below table "Technically Acceptable/Unacceptable Ratings".

Technically Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Offeror does have a signed agreement with FAA identifying it as a Test Site
Unacceptable	Offeror does not has a signed agreement with FAA identifying it as a Test Site

Basis for Award for IDIQ Contract
The Government may award one or more IDIQ contract(s) to the Offeror(s) determined to be Technically Acceptable under the IDIQ evaluation criteria. Only technically acceptable offers will be considered for award of an IDIQ contract.

M.3 TASK ORDER 1 TECHNICAL FACTOR EVALUATION

Task 1 will be evaluated using the Lowest Price Technically Acceptable best value continuum using the following:

The government technical evaluation team shall evaluate the technical proposals on a pass/fail basis, assigning a rating of Acceptable or Unacceptable using the descriptions in the below table "Technically Acceptable/Unacceptable Ratings". The Offeror's technical proposal shall be evaluated to determine if the proposed approach and existing capability meet or exceed the various requirements identified within the SOW and the solicitation.

Technically Acceptable/Unacceptable Ratings	
Rating	Description
Acceptable	Proposal meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not meet the minimum requirements of the solicitation.

The Government may award a Task Order to one or more Offerors starting with the lowest price Offeror that was determined Technically Acceptable under the Task 1 evaluation. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, in addition to those identified as evaluation factors.

M.4 TASK ORDER 2 TECHNICAL FACTOR EVALUATION

Task 2 will be evaluated using a trade-off between Technically Acceptable and Price. Technical is significantly more important than cost or price.

The Government will award a contract resulting from this solicitation to the responsible Offeror(s) using the best value continuum where technical is significantly more important than price. By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, in addition to those identified as evaluation factors.

The Technical Factor is used to assess the ability of the Offeror to successfully perform and administer the requirements of the SOW. Proposals will be evaluated and scored numerically (in accordance with NFS 1815.305(a)(3)) based upon the sub-factor weights reflecting relative importance set forth below.

These weights are used as a guideline in the source selection decision-making process.

Technical Task Order 2	
Sub-Factors	Weights
LVC-DE Connection	30
ConOps 1	35
ConOps 2	35
Total	100

M.5 TASK ORDER 2 TECHNICAL FACTOR WEIGHTS

The evaluation of the Technical factor will consider, under sub-factors set forth below, the overall quality and soundness of the proposed approach, the degree to which the Offeror understands the total requirements of the RFP and SOW, and the Offeror's ability to perform the contract.

The following Subfactors will be included in the evaluation of the overall Technical:

Task 2: Sub-Factor 1 LVC-DE Connection approach

- Feasibility of approach and schedule
- Connection to multiple test sites

Task 2: Sub Factor 2 ConOps 1 technology approach

- Proof of DAA hardware availability including descriptions of hardware certification standards and if the equipment is COTS.
- Description of DAA system architecture, and prior testing on the system proving a minimum of TRL level 5.
- Description DAA sensor characteristics and applicability to associated CONOPS. Sensor characteristics include: angular resolution, range, and range rate, update rate, scan rate, track update rate or search update rate, search volume, covariance errors, altitude resolution, cross-section detection, and other time space position indicators as appropriate.
- Description of associated DAA architecture beyond the sensor including visibility and weather restrictions, track classification method, DAA algorithms with adaptability to well clear definitions, etc.
- Test Plan and concept will demonstrate sensor performance and DAA architecture of components in support of a Minimum Operational Performance Standard (MOPS), through a series encounter runs described in the test plan.
- Proof of teaming arrangements and Industry/Academia Partnerships.
- Schedule realism
- Approach to develop the safety case to test and fly the proposed DAA system on board a host aircraft.
- Use of terrestrial communication system to implement testing.
- Task 2: Sub Factor 3 ConOps 2 technology approach
- Proof of DAA hardware availability including descriptions of hardware certification standards and if the equipment is COTS.

- Description of DAA system architecture, and prior testing on the system proving a minimum of TRL level 5.
- Description DAA sensor characteristics and applicability to associated CONOPS. Sensor characteristics include: angular resolution, range, and range rate, update rate, scan rate, track update rate or search update rate, search volume, covariance errors, altitude resolution, cross-section detection, and other time space position indicators as appropriate.
- Description of associated DAA architecture beyond the sensor including visibility and weather restrictions, track classification method, DAA algorithms with adaptability to well clear definitions, etc.
- Test Plan and concept will demonstrate sensor performance and DAA architecture of components in support of a Minimum Operational Performance Standard (MOPS), through a series encounter runs described in the test plan.
- Proof of teaming arrangements and Industry/Academia Partnerships
- Schedule realism.
- Approach to develop the safety case to test and fly the proposed DAA system on board a host aircraft.
- Use of terrestrial communication system to implement testing.

Adjectival rating used to score the Technical factors are as follows:

ADJECTIVAL RATING	DEFINITION	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 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 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

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

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

M.6 PRICE FACTOR

(a) Although the price volume is not numerically scored and receives no adjectival rating, it is important in determining that the Offeror understands the requirement and the resources required to satisfy it.

(b) Price analysis techniques will be applied to the Evaluated Price to ensure that a fair and reasonable price is paid by the Government.

(c) The government will develop an Evaluated Price for each Offeror considered for selection. The Evaluated Price will consist of the sum of total evaluated price of Task Order 1 and Task order 2.

(End of Section)