

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING DO-C9	PAGE 1	OF PAGES 149
2. CONTRACT NO.	3. SOLICITATION NO. NNA15540517R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/06/2015	6. REQUISITION/PURCHASE NO. 4200540517		
7. ISSUED BY NASA Ames Research Center Acquisition Division Mail Stop 241-1 Moffett Field, CA 94035-0001		CODE	8. ADDRESS OFFER TO (If other than Item 7) NASA Ames Research Center Attn: Marianne Shelley, Code JAI P.O. Box 1, Building 241, Room 210 Moffett Field, CA 94035-0001				

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers as instructed **original and copies** per Section L.8 for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in **Bldg. 241, Room 210** until **December 21, 2015, 1:00 PM local time.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1.

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

10. FOR INFORMATION CALL:	A. NAME Marianne Shelley	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-4179	C. EMAIL ADDRESS Marianne.Shelley@nasa.gov
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OFFER (Must be fully completed by Offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	BLOCK 25
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24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center Attn: Marianne Shelley Moffett Field, CA 94035-0001	CODE JAI	25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529 NSSC-AccountsPayable@nasa.gov	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is a Single Award Contract with Cost-Plus-Fixed-Fee (CPFF) Requirement Contract Line Items (CLINS. The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to furnish the items listed below in accordance with the Description/Specification/Work Statement in Section C.

Item No.	Description	Qty	Unit
	BASE PERIOD		
01*	60-Day Phase-In Period as set forth in Section F, paragraph F.2(a) and in accordance with the Phase-In Plan	1	Job
01A*	Aviation Safety Reporting System (ASRS) and Related Systems set forth in Section F, paragraph F.2(a)	1	Job

(b) OPTION PERIODS.

If Option Periods are exercised pursuant to FAR 52.217-9, "OPTION TO EXTEND THE TERM OF THE CONTRACT," the Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement in Section C.

Item No.	Description	Qty	Unit
	OPTION PERIOD ONE		
02A	Aviation Safety Reporting System (ASRS) and Related Systems, Option Period One as set forth in Section F, paragraph F.2(b)	1	Job
	OPTION PERIOD TWO		
03A	Aviation Safety Reporting System (ASRS) and Related Systems, Option Period Two as set forth in Section F, paragraph F.2(c)	1	Job

(END OF CLAUSE)

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

The estimated cost of CLIN 01 is _____ exclusive of the fixed fee of _____.
 The total estimated cost and fixed fee of CLIN 01 is _____.

The estimated cost of CLIN 01A is _____ exclusive of the fixed fee of _____.
 The total estimated cost and fixed fee of CLIN 01A is _____.

The estimated cost of CLIN 02A is _____ exclusive of the fixed fee of _____.
 The total estimated cost and fixed fee of CLIN 02A is _____.

The estimated cost of CLIN 03A is _____ exclusive of the fixed fee of _____.
 The total estimated cost and fixed fee of CLIN 03A is _____.

CONTRACT VALUE SUMMARY	CLINS 01 & 01A: BASE YEARS 1 & 2	CLIN 02A: OPTION ONE – YEAR 3	CLIN 03A: OPTION TWO – YEARS 4 & 5	TOTAL
Estimated Cost				
Fixed Fee				
Total Estimated Cost & Fee				

(END OF CLAUSE)

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

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to CLINs 01 & 01A is \$TBD and covers the following estimated period of performance: date of award through TBD.

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

SUMMARY OF CONTRACT FUNDING CLINs 01 & 01A	FROM	BY	TO
Phase-In and Base Period			
Phase-In	\$TBD	\$TBD	\$TBD
Base Period Estimated Cost	\$TBD	\$TBD	\$TBD
Fixed Fee	\$TBD	\$TBD	\$TBD
Total Cost Plus Fixed Fee	\$TBD	\$TBD	\$TBD

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT**C.1 SPECIFICATION/STATEMENT OF WORK**

The Contractor shall furnish all personnel, services, equipment, materials, and facilities necessary for, or incidental to, performance of the requirements set forth herein. Work shall be accomplished in accordance with the Statement of Work, entitled "**Aviation Safety Reporting System (ASRS) and Related Systems**" which is incorporated in Section J, paragraph J.1(a) as Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION
1852.245-74	JAN 2011	IDENTIFICATON AND MARKING OF GOVERNMENT EQUIPMENT (insert: NASA Ames Research Center, Moffett Field, CA 94035-0001, M/S 255-3, Receiving Station, Attn: Contracting Officer's Representative (COR) TBD, contract # TBD)

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF RESEARCH AND DEVELOPMENT COST-REIMBURSEMENT
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.242-15	AUG 1989	STOP WORK ORDER (ALT I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

The performance period for this contract is set forth below.

(a) BASE PERIOD (60 day Phase-In Period and Base Requirement):

The performance period of the Base Period shall be for twenty-four (24) months from the effective date of the contract. The 60 day Phase-in Period is included in the Base Period.

(b) OPTION PERIOD ONE:

If exercised, the performance period of Option Period One shall be for twelve (12) months from the end of the Base Period.

(c) OPTION PERIOD TWO:

If exercised, the performance period of Option Period Two shall be for twenty-four (24) months from the end of Option Period One.

(END OF CLAUSE)

F.3 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual task orders, if issued.

(b) Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center
Attn: (Name of Contracting Officer's Representative, Mail Stop TBD, Email: TBD)
Contract Number "TBD"
P.O. Box 1
Moffett Field, CA 94035-0001

- (c) All reports and documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

(END OF CLAUSE)

F.4 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, paragraph J.1(a) Attachment 2, "Contract Data Requirements List (CDRL)."

(END OF CLAUSE)

F.5 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at the ASRS facility (address TBD), and at such other locations as directed by the Contracting Officer.

(END OF CLAUSE)

F.6 NOTICE OF DELAY (ARC 52.249-90) (FEB 1997)

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

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
CLAUSE NO.	DATE	TITLE
None included by reference		
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
CLAUSE NO.	DATE	TITLE
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (as required by NASA Procurement Notice 04-80)
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.216-90	AUG 2014	ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING (as required by NASA Procurement Notice 04-80)
1852.227-70	APR 2015	NEW TECHNOLOGY
1852.227-71	APR 2015	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-86	APR 2015	COMMERCIAL COMPUTER SOFTWARE - LICENSING
1852.242-70	SEP 1993	TECHNICAL DIRECTION
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	AUG 2015	CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (ALT I) (AUG 2015)
1852.245-73	JAN 2011	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (1 st sentence insert: "See Section J.1(a)3, "Government Property List"; 2 nd sentence insert: "contractor's facility address")
1852.245-78	AUG 2015	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY

(END OF CLAUSE)

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (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)(1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

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

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

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

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

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

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

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

Copy 1 NASA Contracting Officer (CO)
 Copy 2 NASA Contracting Officer's Representative (COR)
 Copy 3 NASA Ames Industrial Property Officer (IPO)

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

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

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

This is the designated billing office for fixed 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 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (APR 2015)

(a) For purposes of administration of the clause of this contract entitled "New Technology-Other than a Small Business Firm or Nonprofit Organization" or "Patent Rights--Ownership by the Contractor," whichever is included, the installation New Technology and Patent Representatives identified at http://prod.nais.nasa.gov/portals/pl/new_tech_pocs.html are hereby designated by the Contracting Officer to administer such clause for the appropriate installation: The NASA ARC representatives currently are:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative Email: Gail.V.Woll@nasa.gov	BT	NASA Ames Research Center Mail Stop 202A-3 Moffett Field, CA 94035-0001
Patent Representative	DL	NASA Ames Research Center Mail Stop 202A-4 Moffett Field, CA 94035-0001

(b) Disclosures of reportable items and of subject inventions, interim new technology summary reports, final new technology summary reports, utilization reports, and other reports required by the applicable "New Technology" or "Patent Rights-Ownership by the Contractor" clause, as well as any correspondence with respect to such matters, shall be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters shall be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology-Other than a Small Business Firm or Nonprofit Organization" clause or "Patent Rights--Ownership by the Contractor" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the aforementioned representatives are set forth in 1827.305-270 of the NASA FAR Supplement.

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		
II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-72	JUL 2015	SAFETY AND HEALTH (SHORT FORM)
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES (<i>Insert: NASA Ames Research Center</i>)
1852.235-73	DEC 2006	FINAL SCIENTIFIC AND TECHNICAL REPORTS (ALT II) (DEC 2005)
1852.235-74	FEB 2003	ADDITIONAL REPORTS OF WORK -- RESEARCH AND DEVELOPMENT (<i>paragraph (c) insert 10</i>)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2 RESERVED

H.3 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)

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

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

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

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

Key Personnel (Name and Title)	Facilities (Name and Address)

(END OF CLAUSE)

H.4 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

- (a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):
 - (1) data submitted to the Government with limited rights or restricted rights notices;
 - (2) data of third parties which the Government has agreed to handle under protective arrangements; and
 - (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.
- (b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to
 - (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
 - (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
 - (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
 - (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

H.5 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

(b) Data specifically used.

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

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by

the Contracting Officer when the data is no longer needed for contract performance.

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

(c) Data first produced.

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

(END OF CLAUSE)

H.6 DATA RIGHTS AND SUBCONTRACTING (ARC 52.227-97) (MAY 2013)

(a) Contractor shall make the representation of background data and software required by FAR 52.227-15 in accordance with the format as requested in paragraph (b)(3) or (c)(3) of this clause for any Data that it proposes to deliver as Limited Rights Data or Restricted Computer Software. This representation shall be provided for each task plan. On a case-by-case basis, where the Government accepts delivery of Data with such limitations, it will negotiate and insert the purposes, rights or limitations under which the Government can use such data into alternate clauses II and III of FAR 52.227-14.

(b) Identification and Delivery of Technical Data to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (b)2 below, when Contractor asserts restrictions on technical data, Contractor shall identify and furnish all restrictions on use, release or disclosure of such data in an attachment to this contract (the Attachment).

The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:
3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of technical data: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.*

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

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

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

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

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

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

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

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

(c) Identification and Delivery of Computer Software and Computer Software Documentation to be furnished with Restrictions on Use, Release, or Disclosure.

1. Except as provided in (c)2 below, when Contractor asserts restrictions on computer software, Contractor shall identify and furnish all restrictions on use, release or disclosure of such software in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment and its delivery has been approved by the Contracting Officer.

2. In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

3. The Contractor shall use the following format to identify and assert restrictions on the Government's use, release, or disclosure of computer software: *Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Computer Software.*

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

(d) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier Subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(e) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(f) Contractor will receive a substantial amount of background Government software (identified in Attachment J.1(a) 3 entitled, Government Furnished Computer Software (GFCS) for use in performance of Contract work. The Government provides the GFCS in an "AS-IS" condition, making no warranty with respect to the serviceability and/or suitability of the GFCS for contract performance. Other than software identified in the Attachment that has been released in an open source manner, Contractor is hereby instructed that it shall use, handle and disclose such software in accordance with the requirements of Contract Clauses H.4, Management and Protection of Data, H.5, Handling of Data, and H.9, Organizational Conflicts of Interest.

(g) See Clause H.7, Data Rights—Special Works, for additional information related to data rights in Special Works.

(END OF CLAUSE)

H.7 DATA RIGHTS—SPECIAL WORKS (ARC) (JAN 2015)

Except as specified below, the Government shall have a minimum of unlimited rights, as defined in FAR clause 52.227-14 (Rights in Data - General) as modified by NFS 1852.227-14, in all data, including computer software, first produced or delivered in performance of this Contract.

As Contract tasks involve the production or further development of program/project software that the Government intends to control and other software that the Government intends to release in an open source manner, the Contractor is hereby directed to assert copyright, or authorize assertion thereof, in special works Data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee in accordance with Clause 52.227-17 Rights in Data-Special Works, as modified by NFS 1852.227-17. The direction applies to software code developments and/or software improvements that the Government intends to release open source as well as to NASA program/project software developments/improvements. This direction also applies to: web site content, NASA presentations and other multimedia/audiovisual works, outreach materials, work processes, flowcharts and technical design drawings and related documentation produced under the Contract. The

Government may specify additional special works in contract task orders. For purposes of defining the rights in computer software, computer software shall include source codes, object codes, executables, ancillary files, and any and all documentation related to any deliverables associated with this Contract.

(END OF CLAUSE)

H.8 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (OCT 2004)

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

(END OF CLAUSE)

H.9 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING (ARC) (2015)

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

(b) The nature of this potential conflict is:

The Aviation Safety Reporting (ASRS) and Related Systems program collects voluntarily submitted confidential safety data that is utilized by Government agencies and industry. The Government agencies and industry utilize this de-identified confidential data, which ultimately are analyzed for safety research purposes. The ASRS Contractor will have access to confidentially submitted safety reports that may contain sensitive information about specific entities in aviation, the railroad system, or other related systems. Safety issues identified in these system domains are the focus of this contract. If the ASRS Contractor is in a position to also provide services to these associated organizations (such as the airline or rail industries, the Federal Aviation Administration, or the Federal Railroad Administration), an organizational conflict of interest may arise. Potential reporters of any safety hazards may be reluctant to report their safety concerns about an entity or entities if it appears that the Contractor operating the safety reporting system also has a business relationship with them.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

(1) In light of the above, neither the ASRS Contractor employees, its subcontractor(s) employees, nor those individuals with whom they have a close personal relationship (e.g. spouses) shall be concurrently employed by any associated domain specific agencies, organizations, or businesses that are related to the reporting systems in order to avoid a conflict of interest. Any potential conflicts of interest will be reviewed by the Contracting Officer. NASA will individually approve any requests for exceptions on a case-by-case basis. In addition, all ASRS and Related Systems Contractor employees, subcontractor(s) employees, and consultants shall sign non-disclosure agreements to protect the confidentiality of all reporting systems' data and information. It is the responsibility of the Contractor to provide copies of these agreements to Contracting Officer.

(2) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statement of works that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or subcontractor under an ensuing NASA contract.

(3) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the ASRS and Related Systems technical requirements, or participate in competitions, as either a prime

proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the ASRS and Related Systems technical requirements.

(d) If, in the performance of work under this Contract, the Contractor produces or has access to Sensitive But Unclassified (SBU) information, Government Sensitive Data and/or third-party proprietary data, the Contractor shall protect such Data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use or divulge such Data other than in performance under this Contract, unless:

(1) It receives the explicit written permission of the owner of such Data and the Contracting Officer; or

(2) Such Data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to such Data, information protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat all such Data and information in accordance with any use or dissemination restrictions imposed on such Data or information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such Data or information until one year after such Data or information is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data or information.

(e)(1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of SBU information, Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, subcontractor employees, and consultants through formal training, not to divulge SBU information, Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall incorporate into its organizational training and content of NASA Procedural Requirement (NPR) 1600.1A and NASA Interim Directive 1600.55 (http://nodis.hq.nasa.gov/OPD_docs/NID_1600_55_.pdf), contract-relevant SBU and Data designations and authorities, and the procedures for handling such information. The Contractor shall provide a copy of the training content and the plan for its implementation to the Contracting Officer for approval. The training plan shall include documentation of training completion by all employees.

(3) The Contractor shall obtain from all employees, subcontractor employees, and consultants having access to SBU information, Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such Data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

(f) The term "Contractor" as used in this clause shall include

(i) The corporate or other entity executing this Contract with the Government;

(ii) Such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and

(iii) The Contractor's subcontractors that (A) support ASRS and Related Systems as delineated in the Statement of Work of this contract or (B) handle, receive, reduce, interpret, or transmit Data obtained, used, or produced in conjunction with ASRS and Related Systems.

(g) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(h) The term "Sensitive But Unclassified" (SBU) information as used in this clause, and defined in NPR 1600.1A and NASA Interim Directive 1600.55, means unclassified information or material determined to have special protection requirements to preclude unauthorized disclosure to avoid compromises; risks to facilities, projects, or programs; threat to security and/or safety of the source of information; or to meet access restrictions established by

laws, directives, or regulations. This refers to recorded information so designated as well as any related verbal and electronic discussion.

(i) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data or third-party proprietary data including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(j) The term "Government Sensitive Data" as used in this clause means data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes data first produced by the Contractor.

(k) The **Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this Contract** (see Section J.1(a) Attachment 7). This Plan will address Organizational Conflicts of Interest at the contract level, including, but not limited to, how the Contractor will address and provide a methodology to fully resolve all potential issues of impaired objectivity. For each requirement performed, the Contractor shall review the requirement to ensure no additional Organizational Conflicts of Interest requirements exist and, if so, the Contractor shall inform the Contracting Officer immediately before performing the requirement. An additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of those requirements.

(l) **The Contractor shall include paragraphs (a) through (k) of this clause in every subcontract.** The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

H.10 RESERVED

H.11 DEVELOPMENT AND USE OF OPEN SOURCE SOFTWARE (ARC) (JUN 2014)

The Government may designate for certain tasks under this contract that software (including documentation) developed under specified contract tasks be released as "Open Source" (OS) software, as that term is defined by the Open Source Definition promulgated by the Open Source Initiative website (see <http://opensource.org/docs/osd>). This Open Source release shall be done in compliance with NASA Procedural Requirement (NPR) 2210.1C, Release of NASA Software. Accordingly, the Contractor shall be required to assign copyright in the developed software (including documentation) to the Government.

Where possible, the developed OS software shall be governed by the terms of the NASA Open Source Agreement (NOSA), which can be found at <http://opensource.org/licenses/nasa1.3.php>, or it may be released under a different NASA-approved OS license, such as Apache 2.0.

It is anticipated that the software developed under this contract may include enhancements (e.g., bug fixes and feature additions) to existing OS software currently covered by an external OS software license. Some OS licenses contain requirements important to consider during software development as such requirements may not be compatible with the terms of external OS licenses applicable to other portions of the software or with the NOSA. For example, such OS license may require that any further development/enhancement of the covered OS software be further transferred only under that particular OS software license (e.g., GNU General Public License (GPL)), making the external software license not compatible with the NOSA, Apache 2.0 or other external OS licenses. Prior to any development of software under this contract, any decision to incorporate OS software into software development under this contract where such OS software is governed by an incompatible OS software license (i.e., not compatible with the NOSA or other NASA-approved OS license) shall be made deliberately in consultation with the Government task manager. The task manager will consider the impact of the incompatibilities on software release and future programmatic goals. The Government task manager or Contracting Officer will consult with the NASA ARC Patent Counsel regarding questions related to OS license incompatibilities.

(END OF CLAUSE)

H.12 NON-PERSONAL SERVICES (ARC) (MAY 2012)

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

H.13 INCORPORATION OF THE CONTRACTOR'S PROPOSAL (ARC) (2015)

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled "**Aviation Safety Reporting System (ASRS) and Related Systems**" is hereby incorporated into the contract by reference.

(END OF CLAUSE)

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

The clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause can be located at the addresses contained in FAR 52.252-2, Clauses Incorporated By Reference (FEB 1998), in Section I.8 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-8	MAY 2014	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	MAY 2014	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	OCT 2015	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	OCT 2015	DISPLAY OF HOTLINE POSTER(S)
52.203-17	APR 2014	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	OCT 2015	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.204-13	JUL 2013	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
52.209-6	OCT 2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.209-9	JUL 2013	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS
52.209-10	DEC 2014	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS
52.210-1	APR 2011	MARKET RESEARCH
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA

52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-12	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-13	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY (<i>Note: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal</i>)
52.215-18	JUL 2005	REVISION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS
52.215-23	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES
52.216-7	JUN 2013	ALLOWABLE COST AND PAYMENT (<i>Insert “30 DAYS” in paragraph (a)(3)</i>)
52.216-8	JUN 2011	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert “30 DAYS”</i>)
52.219-4	OCT 2014	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (<i>Offeror FILL-IN: <input type="checkbox"/> Offeror elects to waive the evaluation preference.</i>)
52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2015	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-28	JUL 2013	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (<i>Offeror FILL-IN IF APPLICABLE: The Contractor represents that it <input type="checkbox"/> is <input type="checkbox"/> is not a small business concern under NAICS Code 541990 assigned to contract number TBD (Contractor to sign and date and insert authorized signer’s name and title.)</i>)
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (<i>Insert: "\$0" in paragraph (a)</i>)
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	APR 2015	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2015	EQUAL OPPORTUNITY
52.222-37	OCT 2015	EMPLOYMENT REPORTS ON VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
52.222-50	MAR 2015	COMBATING TRAFFICKING IN PERSONS
52.222-54	OCT 2015	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-16	OCT 2015	ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.225-1	MAY 2014	BUY AMERICAN ACT - SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES

52.227-1	DEC 2007	AUTHORIZATION AND CONSENT (ALT I) (APR 1984)
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	MAY 2014	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (AS MODIFIED BY NFS 1852.227-11)
52.227-14	MAY 2014	RIGHTS IN DATA – GENERAL (ALT II) (DEC 2007) (ALT III) (DEC 2007) (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL (APR 2015)) For the Limited Rights Notice of Alt. II, the Government identifies the following additional uses: (i) Use (except for manufacture) by support service contractors. (ii) Evaluation by nongovernment evaluators. (iii) Use (except for manufacture) by other contractors participating in the Government's program of which the specific contract is a part. (iv) Emergency repair or overhaul work. (v) Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation, or for emergency repair or overhaul work by the foreign government.
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA – SPECIAL WORKS (AS MODIFIED BY NFS 1852.227-17, RIGHTS IN DATA – SPECIAL WORKS)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) <u>To Be Completed by Offeror:</u> Page Numbers: _____ Proposal Date: _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-2	OCT 2015	COST ACCOUNTING STANDARDS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-17	MAY 2014	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT (ALT I) (FEB 2002)
52.232-33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER -- SYSTEM FOR AWARD MANAGEMENT
52.232-39	JUN 2013	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
52.232-40	DEC 2013	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS
52.233-1	MAY 2014	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2014	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES – COST-REIMBURSEMENT (ALT II) (APR 1984)

52.243-7	APR 1984	NOTIFICATION OF CHANGES
52.244-2	OCT 2010	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	OCT 2015	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 2012	GOVERNMENT PROPERTY
52.245-9	APR 2012	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.247-34	NOV 1991	F.O.B. DESTINATION
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 2012	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.203-71	AUG 2014	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS
1852.204-76	JAN 2011	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	NOV 2011	OMBUDSMAN
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.216-90	AUG 2014	ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION WITH A WHISTLEBLOWER PROCEEDING
1852.219-75	APR 2015	INDIVIDUAL SUBCONTRACTING REPORTS
1852.219-77	APR 2015	NASA MENTOR-PROTÉGÉ PROGRAM
1852.223-74	MAR 1996	DRUG- AND ALCOHOL-FREE WORKPLACE
1852.227-11	APR 2015	PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (<i>modifies FAR 52.227-11</i>)
1852.227-14	APR 2015	RIGHTS IN DATA-GENERAL (<i>modifies FAR 52.227-14</i>)
1852.235-70	DEC 2006	CENTER FOR AEROSPACE INFORMATION
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

(END OF CLAUSE)

I.2 RESERVED

I.3 RESERVED

I.4 RESERVED

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(END OF CLAUSE)

I.6 EQUAL OPPORTUNITY FOR VETERANS (FAR 52.222-35) (OCT 2015)

(a) Definitions. As used in this clause—

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(END OF CLAUSE)

I.7 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (FAR 52.222-36) (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 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

FAR website: <http://acquisition.gov/far/index.html>

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

(END OF CLAUSE)

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

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

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

(END OF CLAUSE)

I.10 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71) (FEB 2012)

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

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

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

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

(END OF CLAUSE)

I.11 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (NFS 1852.227-88) (APR 2015).

(a) Definitions. As used in this clause—

“*Government-furnished computer software*” or “*GFCS*” means computer software: (1) in the possession of, or directly acquired by, the Government whereby the Government has title or license rights thereto; and (2) subsequently furnished to the Contractor for performance of a Government contract.

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

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

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

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

(2) The Contractor shall not modify or enhance the GFCS unless this contract specifically identifies the modifications and enhancements as work to be performed. If the GFCS is modified or enhanced pursuant to

this contract, the Contractor shall provide to the Government the complete source code, if any, and all related documentation of the modified or enhanced GFCS.

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

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

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

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

- (1) Increase or decrease the amount of GFCS under this contract;
- (2) Substitute other GFCS for the GFCS previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract;
- (3) Withdraw authority to use the GFCS or related technical data; or
- (4) Instruct the Contractor to return or dispose of the GFCS and related technical data.

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

(g) *Waiver of Claims and Indemnification.* The Contractor agrees to waive any and all claims against the Government and shall indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys' fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of the GFCS and related technical data by the Contractor, a subcontractor, or by any person to whom the Contractor has released or disclosed such GFCS or related technical data.

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

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

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

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

Attachment No.	Title	Date	No. of Pages
1	Statement of Work	11-06-2015	27
2	Contract Data Requirements List (CDRL)	11-06-2015	18
3	Government-Furnished Equipment (GFE) List and Government-Furnished Computer Software (GFCS)	11-06-2015	17
4	Contractor's IT Security Management Plan*(due 30 days after award for approval) (Section I.1, NFS 1852.204-76, CDRL Item 14)	TBD	TBD
5	IT Applicable Documents List (ADL) (Section I.1, NFS 1852.204-76)	11-06-2015	11
6	Contractor's Small Business Subcontracting Plan* (if applicable)	TBD	TBD
7	Contractor's Organizational Conflicts of Interest Avoidance Plan* (submitted with proposal)	TBD	TBD
8	Contractor's Facility Security Plan* (due no later than 10 days after award, CDRL Item 19)	TBD	TBD
9	Contractor's Contract Phase-In Plan* (submitted with proposal)	TBD	TBD
10	Contractor's Safety Plan* (CDRL Item 13, due NLT 30 days after award)	TBD	TBD
11	Contractor's Government Property Management Plan* (CDRL Item 10, due with proposal, to be evaluated and finalized after award)	TBD	TBD

*To be incorporated at time of award or by subsequent modification.

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

Attachment	Title	No. of Pages
1	Proposal Cover Sheet (JA 038) - Exhibit 1	1
2	Cost Template Workbook - Exhibits 2 - 17	19
3	Facility Capital Cost of Money Computation (Form CASB-CMF)	1
4	Contract Facilities Capital Cost of Money (DD Form 1861)	2
5	Past Performance Questionnaire	6
6	Small Business Subcontracting Plan Goals worksheet	2

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference (FEB 1998), in Section L.4 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.204-19	DEC 2014	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS
52.209-2	DEC 2014	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS – REPRESENTATION
52.225-25	OCT 2015	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN— REPRESENTATION AND CERTIFICATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by Reference		

(END OF PROVISION)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$15,000,000 annual revenue.

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

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

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

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(END OF PROVISION)

K.3 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if Offeror checks “have”, the Offeror shall also see [52.209-7](#), if included in this solicitation);

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability.

Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has , has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(END OF PROVISION)

K.4 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JUL 2013)

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

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

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see [52.204-7](#)).

(END OF PROVISION)

K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2014) (ALT I) (SEP 2015)

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

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$15,000,000.

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

(c) Representations.

(1) The Offeror represents as part of its offer that it is, is not a small business concern.

(2) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The Offeror represents as part of its offer that-

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The Offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The Offeror represents as part of its offer that-

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The Offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The Offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The Offeror represents, as part of its offer, that-

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if Offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The Offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under [15 U.S.C. 645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(END OF PROVISION)

K.6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The Offeror represents that—

- (a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed Subcontractors, will be obtained before subcontract awards.

(END OF PROVISION)

K.7 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The Offeror represents that—

- (a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It has, has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(END OF PROVISION)

K.8 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN -- CERTIFICATION (FAR 52.225-20) (AUG 2009)

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

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and

Marginalized areas in Northern Sudan described in section 4(9) of such Act. “Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of Southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Offeror certifies that the Offeror does not conduct any restricted business operations in Sudan.

(END OF PROVISION)

K.9 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (DEC 2007)

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

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

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

(2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows: (IDENTIFY IN ACCORDANCE WITH THE INSTRUCTIONS AND FORMAT SPECIFIED IN CLAUSE H.6 DATA RIGHTS AND SUBCONTRACTING)

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

(END OF PROVISION)

K.10 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (OCT 2015)

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 \$750,000 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.11 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (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)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

The provisions at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference (FEB 1998), in Section L.4 of this solicitation.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
PROVISION NO.	DATE	TITLE
52.204-6	JUL 2013	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.204-7	JUL 2013	SYSTEM FOR AWARD MANAGEMENT
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE <i>(Insert "C-9 rated order" in blank)</i>
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.215-22	OCT 2009	LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.237-10	MAR 2015	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
PROVISION NO.	DATE	TITLE
1852.219-73	MAY 1999	SMALL BUSINESS SUBCONTRACTING PLAN
1852.223-73	JUL 2015	SAFETY AND HEALTH PLAN
1852.227-71	APR 2015	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.231-71	APR 2015	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	JUL 2015	PROTESTS TO NASA
1852.245-80	JAN 2011	GOVERNMENT PROPERTY MANAGEMENT INFORMATION
1852.245-81	JAN 2011	LIST OF AVAILABLE GOVERNMENT PROPERTY

(END OF PROVISION)

L.2 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates award of a single Contract with Cost Plus Fixed Fee (CPFF) requirement Contract Line Items (CLINs).

(END OF PROVISION)

L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

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

NASA Ames Research Center
Attn: Marianne Shelley, M/S 241-1
P.O. Box 1
Moffett Field, CA 94035-0001

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

(END OF PROVISION)

L.4 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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://acquisition.gov/far/index.html>

NASA FAR SUPPLEMENT (NFS) CLAUSES: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(END OF PROVISION)

L.5 AUTHORIZED DEVIATIONS IN PROVISIONS (FAR 52.252-5) (APR 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.
- (b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(END OF PROVISION)

L.6 PREPROPOSAL/ PRE-BID CONFERENCE (NFS 1852.215-77) (APR 2015)

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

Date: Wednesday, September 2, 2015

Time: 9:00 am Pacific Time

Location: NASA Ames Research Center, Moffett Field, CA 94035-0001

The presentation slides and attendance list are posted at the Federal Business Opportunities website, www.fbo.gov, search term - Keyword/ Solicitation Number – NNA15540517R

The Contracting Officer and technical team were available to meet individually for a maximum 45 minutes with each contractor team after the presentation.

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

(END OF PROVISION)

L.7 PATENT RIGHTS CLAUSES (NFS 1852.227-84) (APR 2015)

This solicitation contains the patent rights clauses of FAR 52.227-11 (as modified by the NFS) and NFS 1852.227-70. If the contract resulting from this solicitation is awarded to a small business or nonprofit organization, the clause at NFS 1852.227-70 shall not apply. If the award is to other than a small business or nonprofit organization, the clause at FAR 52.227-11 shall not apply.

L.8 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

- (a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.
- (b) Format.
 - (1) Offerors shall submit proposals in three volumes as specified below in TABLE 1: Proposal Components. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as double-sided, printed (paper) copies, in accordance with the requirements of Section I.1 clause, "Printed Or Copied Double-Sided on Postconsumer Fiber Content Paper) (FAR 52.204-4)(MAY 2011).

TABLE L-1: PROPOSAL COMPONENTS

	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
	Original	Additional	Electronic
Cover Letter Includes all information found in Section L.8(b)(2)	1	5	2
Volume I - Mission Suitability Proposal	see below	see below	see below
Oral Presentation	1	5	2
A. Management Approach:			
Organizational Structure and Partnering Approach			
Phase-In Plan			
Staffing, Recruitment, Retention and Training			
Key Personnel			
Written Proposal	1	5	2
A. Technical Approach			
Technical Understanding			
B. Management Approach:			
Position Descriptions, Resumes, Commitment Letters			
Total Compensation Plan			
Organizational Conflict of Interest Avoidance Plan			
C. Small Business Utilization			
Small Business Subcontracting Goals			
Commitment to the Small Business Program			
Volume II - Past Performance	1	4	2
Volume III - Cost/Price	1	6	2 ¹

¹ The electronic copies of the Cost Proposal Exhibits and Schedules in Section J.1(b)2 are required to be saved and submitted in their Excel (.xls) format, not in PDF.

- (2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of this solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, provide the following information:
- Offeror's legal business name, address, DUNS number and CAGE Code (in accordance with FAR 52.204-6 and 52.204-7).
 - If applicable, include a complete description and documentation for teaming or other such business arrangements.
 - The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions.
 - A statement that the proposal is firm for a period of not fewer than 180 days.
 - A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
 - A completed copy of the Standard Form 33 (SF 33) (contract cover page) with Blocks 12-18 completed and signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments.
 - A completed Section B.2, "Estimated Cost and Fixed Fee" for total costs of contract performance for the phase-in, base, and option periods.
 - A completed response to Section H.3, NFS clause 1852.235-71 "Key Personnel and Facilities."
 - A completed response to Section I.1, FAR clauses 52.219-4 "Notice of Price Evaluation Preference for HUBZone Small Disadvantaged Business Concerns," 52.219-28 "Post-Award Small Business Program Rerepresentation," and 52.227-23, "Rights to Proposal Data (Technical)."
 - A completed response to Section L.1, NFS 1852.245-80 "Government Property Management Information." This Plan will not be part of the evaluation for award. The Plan will be reviewed and approved by the Contracting Officer and finalized prior to the end of the Phase-In period.
 - For the Oral Presentation, provide a written list of names of the presenters (as they are listed on driver's license or US passport), state of each driver's license issuance, position titles, name of firm, and U.S. Citizen or Resident Alien status. This information will be used to request visitor's badges to gain access to NASA ARC for the Oral Presentation.
 - A listing of the status of the most recent reviews of the Offeror's management system(s), (e.g., purchasing, accounting, property, estimating). Your listing must clearly identify the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval. The Offeror shall provide copies of the approvals. Provide Defense Contract Management Agency (DCMA) point of contact, include name, address, phone number and email address.
 - Include the location(s) with address(es) of the Offeror's proposed ASRS and Related Systems facility, its approximate square footage, and any written negotiation documents, if available.
- (3) Address and forward the proposal package in accordance with the instructions specified on SF 33, Block 9 NO LATER THAN the date and time prescribed therein.
- (4) The pages and presentation slides of each proposal volume shall be numbered and identified with the Offeror's name, Request for Proposal (RFP) number, and date. The table of contents must list figures and tables separately. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, blank dividers, tabs, and glossary of abbreviations and acronyms do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.9, "Proposal Page Limitations."
- (5) Two (2) electronic copies of each volume shall be submitted in PDF (Portable Document Format) (in addition to the hard copies specified in (b)(1) above). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick 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. 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 Cost Template Workbook in Section J.1(b), Attachment 2, are required to be saved and submitted in Excel (.xls) format, not as a PDF.

- (6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."
- (7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."
- (8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."
- (c) Mission Suitability Proposal - Volume I. Both management and technical information shall be included in the Mission Suitability Proposal. No cost/price data shall be included except for a schedule of wages, salaries and benefits. Information shall be precise, factual, current, detailed and complete. Offerors shall not assume that the Source Evaluation Committee (SEC) is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in Volume I (the oral and written presentation). The proposal must specifically address each listed evaluation Sub-factor.
- The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the Offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.
- (d) Past Performance Proposal - Volume II. The Past Performance information shall indicate the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.
- (e) Cost Proposal- Volume III. Cost proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L.2, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.9 PROPOSAL PAGE LIMITATIONS

- (a) In TABLE L-2: Proposal Page Limitations below, the following page limitations are established for each portion of the proposal submitted in response to this solicitation.

TABLE L-2: PROPOSAL PAGE LIMITATIONS

PROPOSAL SECTION	Page Limit
Cover Letter Includes all information found in Section L.8(b)(2)	No Limit
Volume I - Mission Suitability Proposal	See Below
<i>Oral Presentation</i>	
A. Management Approach:	30 slides (title slide not counted)
Organizational Structure and Partnering Approach	
Phase-In Plan	
Staffing, Recruitment, Retention and Training	
Key Personnel	
<i>Written Subfactors</i>	
A. Technical Understanding	60 pages
Technical Approach	
B. Management Approach:	
Position Descriptions, Resumes, Commitment Letters	See L.9(c)
Total Compensation Plan	No Limit
Organizational Conflicts of Interest Avoidance Plan	No Limit
C. Small Business Utilization	25 pages
Small Business Subcontracting Goals	
Commitment to the Small Business Program	
Volume II - Past Performance Proposal	20 pages
Volume III - Cost/Price Proposal	No Limit

- (b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial or New Times font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, graphics, charts, tables, and photographs shall contain Arial or New Times font text in a size no smaller than 10 point.
- (c) Blank dividers, tabs, and glossary of abbreviations and acronyms are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of the proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. For each Key Personnel position proposed, the Offeror shall provide a position description no more than one page, resumes shall be no more than two pages, and commitment letters shall be no more than one page. The Total Compensation Plan and the Organizational Conflicts of Interest Avoidance Plan are not page limited.
- (d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- (e) Pages and presentation charts submitted in excess of the limitations specified in this provision will not be evaluated by the Government and those pages will be returned to the Offeror.

(END OF PROVISION)

L.10 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATION

- (a) Offerors must submit their Oral Presentation materials together with their full written proposal package. Offerors may not change their presentation after this proposal submission. The Government will furnish the presentation materials (in their originally sealed package) to the Offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark and seal their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION." Animation of any type may not be used.
- (b) Oral Presentation Media: Offerors shall provide their presentation in Portable Document Format (PDF). The Government will provide a computer, software, projector, and screen to support the presentation of the PDF file(s). Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors – Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 12 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Text in diagrams, charts, and photographs shall be presented in a size not smaller than Arial or New Times 10 point. Offerors are responsible for ensuring that all of their presented text and graphics are readable. Presentation charts shall be limited to 8 ½ inch by 11 inch when printed.
- (c) The Offeror shall include a title chart (not included in total slide count limitation), at the beginning of the oral presentation charts that is clearly marked with the solicitation identification and the Offeror's name. As part of the title chart, the Offeror shall provide the names and titles of persons performing the presentation.
- (d) The oral presentation shall be given by the Offeror's proposed Key Personnel. Only these presenters shall attend, and additional attendees beyond the presenters are not allowed. The Offeror shall introduce each of the presenters, their background and experience, at the start of the oral presentation. Introductions shall count against the time limits for presentation. Requests for changes, substitutions, or additions to the proposed presenters are not allowed.
- (e) Within fifteen (15) business days after the closing date of the RFP, each Offeror will be given the date, time and place for its oral presentation. The date will be not less than 10 days following notification. The oral presentation will be held at NASA Ames Research Center, Moffett Field, CA 94035. Depending upon the number of offers received, and other variables, this schedule and place for oral presentations is subject to change at the Government's discretion.
- (f) The Government will randomly assign a date for each oral presentation to each Offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the Offerors scheduled to present will be established. After assigning the sequence of presentations, the Offeror will be notified of the scheduled time and place for the oral presentation. The right to reschedule any Offeror's presentation is at the discretion of the Contracting Officer.
- (g) The oral presentation will be recorded by the Government. The Government will provide its own audio recording equipment. One (1) copy of the recording will be provided to the Offeror upon request.
- (h) Subject to the limitations specified, the Oral Presentation shall consist of four specific sections of the Management Approach sub-factor:
- Organizational Structure and Partnering Approach
 - Phase-In Plan
 - Staffing Recruitment, Retention, and Training
 - Key Personnel

The length of the presentation shall be no more than sixty (60) minutes. The agenda for the event is as follows:

Description	Time Limit (minutes)
Introduction/ Offeror's Presentation	60
Break	30
Proposal Clarification Session (if necessary)	Unlimited (see paragraph (k) below)

- (i) The Offeror shall not provide any additional written material during the presentation and clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail) shall be used during the oral presentation and proposal clarification sessions.
- (j) Oral Proposal Clarification. During the proposal clarification session, the Government may request clarification(s) of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification purposes only and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for the clarification session; however, the Offeror will be limited to only five (5) minutes for each clarification response. The total time for the clarification session will not be counted against the Offeror's sixty (60) minute presentation time limit.
- (k) Slides are considered as part of the Mission Suitability proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and that they cover all of the areas subject to their oral presentation. If required after the conclusion of the oral presentation, clarifications will be conducted in writing from the Government to the Offeror.
- (l) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The Offerors will not be informed of their strengths, weaknesses, or deficiencies during the presentation or clarification period.

L.11 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Cost/Price

Proposals shall be submitted in a format that follows the format of the factors and their sub-factors. Only information pertinent to the factors and sub-factors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and sub-factors in Section M.3.)

(a) MISSION SUITABILITY FACTOR (Volume I)

The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed and complete. Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work.

- (1) The evaluation will be based on the information presented in the Oral Presentation and the Written sub-factors. The proposal must specifically address each listed evaluation sub-factor.
- (2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks. If the Source Evaluation Committee (SEC) determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness, as well as require an adjustment for

probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Mission Suitability Proposal shall address the following sub-factors:

TABLE L-3: INDEX OF MISSION SUITABILITY SUB-FACTORS

Paragraph	Sub-factor Title	Elements
A	Technical Approach – Written Proposal	1) Technical Understanding
B	Management Approach – Oral Presentation	1) Organization Structure and Partnering Approach
		2) Phase-in Plan
		3) Staffing, Recruitment, Retention, Training
		4) Key Personnel
	Management Approach – Written Proposal	1) Position Descriptions, Resumes, Commitment Letters
		2) Total Compensation Plan
3) Organizational Conflicts of Interest Avoidance Plan		
C	Small Business Utilization - Written Proposal	1) Small Business Subcontracting Goals
		2) Commitment to the Small Business Program

Note: The above outline should not be construed as an indication of the order of importance or relative weighting within individual elements of Mission Suitability sub-factors, as there are no discrete point values to any of the elements.

(A) Technical Approach (Sub-factor)

Stating that the Offeror understands and will comply with the requirements described in the SOW, or stating “standard procedures will be employed” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered an effective response to the solicitation. In addition, only using past performance experience does not demonstrate an understanding. Restating the SOW will not be interpreted as demonstrating understanding.

(1) Technical Understanding – Written Proposal

The Offeror shall provide a written narrative that demonstrates the Offeror’s overall understanding of the technical requirements of the Statement of Work (SOW) (Section 2.0), their interrelationships, and specifically how the work will be accomplished. In addition, the Offeror’s proposal shall also address the following:

- Describe the approach to accomplishing the Statement of Work tasks listed in the Report Processing Flow for ASRS (SOW Section 2.2) and C3RS (SOW Section 2.5).
- Identify technical risk areas pertinent to SOW Section 2.0, and approaches to mitigating them.
- Describe provisions for quality control and continual quality improvement.
- Demonstrate an understanding of data analysis, human factors usability, risk assessment, configuration management, and documentation management as they relate to the requirements of the SOW.
- Describe plans for database management, especially for very large data sets.
- Describe the approach to safeguarding the integrity and the level of industry confidence in the ASRS and Related Systems.
- Identify IT security risk areas as they relate to the confidential reporting systems and approaches to mitigate them.
- Describe plans for acquiring a facility that meets the requirements of SOW Section 2.1.3 and SOW Appendix 5.3.

(B) Management Approach (Sub-factor)

The Offeror shall describe its management approach to accomplish the requirements of the SOW from phase-in through the life of the contract. The Offeror's management approach shall contain the information below.

(1) Organizational Structure and Partnering Approach – Oral Presentation. The Offeror shall describe its organizational structure and partnering approach and rationale in its Oral Presentation. The Offeror shall:

- Describe how the organizational structure and partnering approach provides clear internal and external lines of authority, communication, and coordination. Include a diagram of the structural connections or associations, and the organization and coordination of the entities responsible for this work with any corporate or division organizations and any subcontractors.
- If proposing a subcontracting or team arrangement, then provide the names of the companies selected, the basis of the selections, and a description of the operational and technical benefits of these arrangements to NASA, as well as the proposed approach for integrating these arrangements.
- Describe the processes to manage change in technical direction, fluctuating priorities, resources, and schedules.
- Describe the proposed approach to coordinate financial arrangements required for oversight of local contract operations; particularly for technical, schedule, and cost reallocations.
- Describe the authority and responsibilities vested in Program Manager and key personnel, and their access to, and identification of, company resources to support the contract.

(2) Phase-in Plan – Oral Presentation. The Offeror shall describe its Phase-in Plan approach and rationale. This Phase-in Plan shall be incorporated into the resultant contract as Section J.1(a) Attachment 9. The Plan shall:

- Address approaches to ensure continuation of operations, including reporting systems, during contract turnover, and the initial and ongoing transition of personnel, as required by SOW Section 3.1.
- Explain the availability and participation of proposed key and other personnel during the phase-in.
- Provide an estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- Describe plans for transition of management, personnel, equipment and facilities, and any facility relocation if proposed.
- Describe the policy for continuing or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, and 401K plans) and the process for providing benefits information and support during phase-in.
- Identify phase-in risk areas and recommend approaches to minimize the probability and impact of those risks.

(3) Staffing, Recruitment, Retention and Training – Oral Presentation. The Offeror shall describe its staffing, recruitment, retention, and training approach, and the rationale. The Offeror shall:

- Explain approach to providing the staffing (skill mix) necessary to perform the requirements of the SOW, including the assignments and the skills required for other-than-key personnel, and incumbent skill retention.
- Provide recruitment plans, methods, and sources for hiring personnel.
- Describe its policies and incentives to minimize turnover and to retain experienced personnel.
- Describe its plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Explain its plans for internal training.

(4) Key Personnel – Oral Presentation. The Offeror shall describe its approach and the rationale for the assignments of proposed Key Personnel. The Offeror shall:

- List the proposed key positions, the basis for designating them as key, and the benefit to the Government of those designations.
- Provide title of individuals assigned to these key positions and the percentage of their time allocated to this requirement.
- Provide an allocation of those key positions between the prime and any proposed subcontractors.
- Explain the staffing approach for key personnel during absences due to vacation, illness, or other unexpected absences.
- Describe procedures for replacing or adding key personnel.

Key Personnel – Written Proposal. The Offeror shall include in the Written Proposal:

- Position descriptions including authorities, responsibilities, assignments, experience, and skills required of key personnel.
- Resumes for key personnel including education, summary of total experience, summary of relevant experience in similar work, and other applicable experience.
- The degree of commitment of individuals proposed as key personnel.
- Commitment letters from the key personnel.

(5) Total Compensation Plan – Written Proposal.

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note: The Offeror shall require all service subcontractors to provide, as part of their proposal, the information identified in (a) through (c) of NFS provision 1852.231-71 for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

The TCP shall:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Provide salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market.
- Address employee compensation information regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, career development, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- Explain the policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).
- Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).

(6) Organizational Conflicts of Interest Avoidance Plan - Written Proposal.

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that, all

safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract and SOW requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.9 (Organizational Conflicts of Interest and Limitation on Future Contracting) and Section I, paragraph I.1 (NFS 1852.237-72, Access to Sensitive Information) relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

(C) Small Business Utilization (Sub-factor) – Written Proposal

All Offerors, except small businesses, shall complete the portion of the instructions under Small Business Subcontracting specific to the Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses shall indicate the amount of effort proposed to be done by a small business either at the prime level or at the first tier subcontract level.

All Offerors, small businesses and other than small businesses (i.e., large businesses) shall respond to the Commitment to the Small Business Program.

(a) Small Business Subcontracting Goals

(1) This solicitation contains FAR clause 52.219-9, “Small Business Subcontracting Plan (OCT 2015) (Alternate II) (OCT 2001). The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with the Offeror’s proposal.

(2) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (base and all options combined), for first tier subcontractors, is as follows:

TABLE L-4: SMALL BUSINESS GOALS

Small Businesses (SB)	25.0%
Small Disadvantaged Business Concerns (SDB) Concerns	5.0%
Women Owned Small Business (WOSB) Concerns	15.0%
Historically-Black Colleges and Universities (HBCU)/ Minority Serving Institutions (MSI)	0.5%
HUBZone (HBZ) Small Business Concerns	3.0%
Veteran Owned Small Business (VOSB) Concerns	5.0%
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	3.0%

(3) The numbers above reflect the Contracting Officer’s assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If the Offeror anticipates that it will not meet the proposed small business goals by the time the Offeror submits its first Individual Subcontracting Report (ISR) for this contract as required by FAR clause 52.219-9, Small Business Subcontracting Plan, the Offeror shall discuss its approach, to include a timeline for meeting these goals and the associated rationale.

(4) Offerors are encouraged to propose goals that are equivalent to or greater than those that the Contracting Officer has recommended. However, Offerors shall perform their own independent assessments of the small business subcontracting opportunities.

(5) The Plan which the Offeror submits with its proposal shall be incorporated in Section J as Attachment J.1 (a)(6) in the resulting contract. The requirements in the Plan shall flow down to large business subcontracts expected to exceed \$700,000 (or \$1,500,000 for construction of a public facility). Although large business subcontractors are encouraged to meet or exceed the stated goals, NASA recognizes that the subcontracting opportunities available to these subcontractors may differ from the recommended goals in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the Plan submitted does not meet the NASA recommended goals listed in paragraph (a) (2) above in terms of percent of TOTAL CONTRACT VALUE (base and all options combined), for first tier subcontractors. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal

proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during contract performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, Offerors shall complete Section J.1(b) Attachment 6, Small Business Subcontracting Plan Goals. TABLE L-5 below provides an example of the breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL PLANNED SUBCONTRACTING DOLLARS. Offerors shall modify the Attachment to show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Section J.1(b) Attachment 6, Small Business Subcontracting Plan Goals, expressed in both contract value and subcontract value, for a contract proposed at \$100M with estimated subcontracts of \$50M:

TABLE L-5: Small Business Subcontracting Plan Goals (example)

Business Category	Column A Goal as Percent of Contract Value (\$100M)	Column B Dollar Value to be subcontracted per Category	Column C Goal as Percent of Subcontracting Value (\$50M)
Small Business Concerns	25 percent	\$25,000,000	50 percent
Other than Small Business Concerns	n/a	\$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	\$50,000,000	100 percent
<i>The following small business subcategories do not necessarily add up to the percentage and dollar amount in the “Small Business Concerns” category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.</i>			
Subcategories of Small Business Concerns			
Women Owned Small Business (WOSB) Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business (SDB) Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business (VOSB) Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone (HBZ) Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically-Black Colleges and Universities (HBCU)/ Minority Serving Institutions (MSI)	1.5 percent	\$1,500,000	3 percent

It is recommended that Offerors first complete Column B by entering the dollar amount the Offeror proposes to subcontract to each business category and subcategory.

To complete Column A, divide the dollar amount in Column B by the **total offered price of the proposal** (i.e., the total contract value). In the example above, Column A for VOSB Concerns = \$2,500,000 divided by \$100,000,000, or 2.5 percent.

To complete column C, divide the corresponding amount in Column B by the amount in the “Total Dollars to be Subcontracted” cell in Column B. In the example above, Column C for WOSB Concerns = \$9,000,000 divided by \$50,000,000, or 18 percent.

Note: the “Total Dollars to be Subcontracted” amount in Column C will always be that category divided by itself (100 percent if any dollars are subcontracted).

(b). Commitment to the Small Business Program

(1) All Offerors shall briefly describe the work that small business will perform to meet the stated requirements. Proposals shall also identify any work to be subcontracted that is considered "High Technology." "High Technology" is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is/are known, Offerors shall describe the work that each subcontractor will perform and specify the extent of commitment to use the subcontractor (s) (enforceable vs. non-enforceable commitments). (Small Business Offerors shall provide this information to the extent that subcontracting opportunities exist in their approach to performing the requirement.)

(3) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided shall include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and Small Business identification, and relevant purchasing procedures. For Other than Small Business Offerors, this information shall conform to applicable portions of the submitted Small Business Subcontracting Plan. Small Business Offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(b) PAST PERFORMANCE FACTOR (Volume II)

The goal of this factor is to obtain information regarding the relevant past performance of the Offeror and its major subcontractors. "Major subcontractor" is defined as a subcontractor with a proposed subcontract or subcontracts under the Offeror's proposal, valued at a yearly average of \$200,000 or more over the life of this contract.

Past performance consists of work performed by the Offeror, or a major subcontractor, within the past five (5) years, or active (underway at least one year), that is similar in size as well as comparable in content and complexity to the requirements of this solicitation.

"Offeror" and "major subcontractor," for purposes of this solicitation includes predecessor companies.

If an Offeror or major subcontractor does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a "Neutral" level of confidence rating.

At a minimum, the Past Performance Proposal shall include the following:

(1) A list of not more than three (3) relevant contracts (including government and/or industry contracts), each in excess of \$5,000,000 total contract value for the prime and each in excess of \$1,000,000 total contract value for any major subcontractor, completed no more than five (5) years ago or on-going at least one (1) year, similar in size, content, and complexity to the requirements of the current acquisition. These contracts shall demonstrate the Offeror's (and each major subcontractor's) capabilities to perform the requirements of this solicitation. The list shall contain the following information (within the page limits established in Section L.9):

- Contract Number;
- Contracting Agency/ Private Company;
- Contract Title and brief description of the services performed;
- Points of Contact (POC) in the program and contracting offices, including telephone numbers and email addresses;
- Contract Type;
- Contract period of performance;
- Procurement type (Competitive or sole source);
- Contract Value (awarded value, current, or final value if completed);
- Indicate if company was the prime or subcontractor; and
- Total number of technical employees and number of contract management employees assigned to the contract.

(2) The Government reserves the right to request additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, the entity may be a single organization; in others, the entity may include resources drawn by the Offeror from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.

(3) The major areas to be evaluated for the Past Performance Factor are Relevant Technical Performance and Contract Management.

A. Information Provided by Offerors and Major Subcontractors

Information regarding relevant technical performance and contract management shall be supplied by the Offeror and major subcontractors for the reference contracts that are identified in the paragraphs above (L.11(b)(1)). The Offeror and Major subcontractors shall address the following:

1. **Relevant Technical Performance.** The Offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:
 - Overall technical performance and the ability to identify technical problems and institute resolutions.
 - Compliance with technical and schedule requirements, including an explanation for any schedule slips.
 - Flexibility and effectiveness in dealing with unexpected changes to technical requirements.
 - Indicate the technical areas relevant to the current ASRS and Related Systems requirement that the contractor supported, including the following:
 - Safety reporting systems, including their operation and maintenance (i.e., aviation, railroad, others)
 - Research and development activities related to safety reporting systems
 - Information systems
 - Communications and presentations to technical/ other governmental audiences regarding the work performed on the relevant contract
 - Human factors research
 - Database management and systems administration
 - Information Technology Security
 - Data analysis
 - Documentation, publications, website maintenance
2. **Contract Management.** The Offeror and major subcontractors shall provide any contract management information for each of their reference contracts defined in L.11 (b)(1) to assist in the Government's evaluation on each of the following topics:
 - Record of recruiting, developing, and retaining high-caliber key personnel and technical employees with the appropriate skills for contract performance.
 - Record for retaining key personnel in the key positions as originally proposed in the reference contracts..
 - Approach to and experience in filling vacant key personnel position(s), if applicable.
 - Changes made to lines of authority during the contract, reason for the changes, and their impact to contract performance.
 - Subcontract management, coordination of roles and responsibilities to achieve contract goals including ability to meet subcontracting goals.
 - Management of the phase-in period to ensure efficient and seamless continuation of operations during contract turn-over, including retention rates for incumbent technical personnel.

- Role of corporate management involvement in and oversight of local contract operations; i.e., whether its role improved or limited meeting requirements, including technical, schedule, and cost.
- Safety record, including safety training for employees, Experience Modification Rate, and the OSHA injury rate.
- Management of Government-provided property and equipment, if applicable.
- Ability to protect sensitive and/or third party proprietary information.
- Ability to identify and resolve any organizational conflicts of interest issues.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. Past performance information may be obtained through the Federal Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

B. Past Performance Questionnaires

The following information shall be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size, and complexity to the contract expected to be awarded from this solicitation. This information shall concern only work performed by the Offeror's or major subcontractors' business unit that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the **Government no later than ten (10) business days prior to proposal due date**. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

- (1) Each Offeror and major subcontractor shall complete Part 1 of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each reference identified in paragraph 2 below.
- (2) Each Offeror and proposed major subcontractor shall send a blank Past Performance Questionnaire, for completion, to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of all relevant completed (completed within the last five (5) years) or active (underway at least one (1) year) contracts. At a minimum, Past Performance Questionnaires shall be submitted by all sources from the L.11(b)(1) list above.
- (3) **Fifteen (15) business days prior to proposal due date**, each Offeror and proposed major subcontractor shall provide the NASA Ames Research Center Contracting Officer a list (and email contact address) of contract customers from whom Offerors and major subcontractors have requested completion of the Past Performance Questionnaire, via email to Marianne.Shelley@nasa.gov.

(c) COST FACTOR (Volume III)**1. INTRODUCTION**

Offerors' cost proposals shall consist of estimated costs and proposed fee for the Phase-in and Core Requirements. Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the Offeror.

The Government assumes that adequate cost competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Cost Proposal that is suitable for evaluation. A cost volume that is suitable for evaluation shall:

- (a) Explain in detail all pricing and estimating techniques;
- (b) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Committee's (SEC's) understanding and ability to mathematically verify these estimating tools;
- (c) Comply with FAR Clause 52.222-46, Evaluation of Compensation for Professional Employees;
- (d) Comply with applicable Federal Acquisition Regulation (FAR) and NASA FAR Supplement (NFS);
- (e) Include a narrative portion that explains all judgmental elements of cost projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- (f) Include all templates required in this RFP.

The Offeror's cost proposal shall be submitted in one volume labeled—Volume III Cost Proposal. The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates; however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

For Cost Proposal purposes, Major Subcontractors are defined as those Subcontractors providing a total contract value of \$1,000,000.00 for the five (5) year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Cost Proposal, for any major subcontract that has a potential estimated total value in excess of \$1,000,000.00 for the five year inclusive effort, a Volume III, Cost Proposal must be provided following the subsequently specified format.

Cost proposals shall be submitted using Government provided costing templates described below. The templates are included as J.1(b) Attachment 2, Cost Template Workbook.

Prospective Major Subcontractors shall submit their Cost Proposals through the Prime Offeror. If a Major Subcontractor does not wish to reveal proprietary data to the Prime Offeror, it may provide its fully detailed Cost Proposal in a sealed envelope and also provide a "sanitized" version to the Prime Offeror showing only a summary of the proposed cost and fee. The Prime Offeror is responsible for submitting a comprehensive proposal including all required Subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts for proposed costs shall be rounded to the nearest dollar. All direct labor rates shall be rounded to the nearest penny, \$xx.xx. All indirect cost rates (percentages) shall be rounded to the second decimal place, xx.xx%. All Cost of Money Factors, if proposed, shall be rounded to the third decimal place if expressed as a percentage (xx.xxx%) or the fifth decimal place if expressed as a decimal (0.xxxxx). Offerors and subcontractors shall accomplish this by use of the @ROUND function in Excel for all costs and rates computed by

formula (such as Year 2 labor rate = Year 1 labor rates x [1 + escalation factor] or fringe benefits costs = direct labor cost x fringe benefits rate).

2. EXCEL COSTING MODEL (ECM) FILE

Format: In order to achieve standardization, the Excel Costing Model includes one (1) workbook entitled Cost Template Workbook. The worksheets located within the workbook contain the following:

- Exhibit 1:** Proposal Cover Sheet (J.1(b) Attachment 1, not in workbook)
- Exhibit 2:** Summary of Proposed Cost and Fixed Fee
- Exhibit 3:** Summary of Elements of Cost – Contract Management and Administration
- Exhibit 3a:** Summary of Elements of Cost – Contract Management and Administration (Major Subcontractors)
- Exhibit 4:** Summary of Elements of Cost – Core Technical Services
- Exhibit 4a:** Summary of Elements of Cost – Core Technical Services (Major Subcontractors)
- Exhibit 5:** Proposed Direct Labor Rates
- Exhibit 6:** Key Personnel Direct Labor Rates
- Exhibit 7:** Direct Labor Cost Summary – Contract Management and Administration
- Exhibit 8:** Direct Labor Cost Summary – Core Technical Services
- Exhibit 9:** Summary of Indirect Cost Rates
- Exhibit 10:** Overhead and/or Fringe Benefits Template (Compensation of Burden Pool)
- Exhibit 11:** General and Administrative Expense (G&A) Template
- Exhibit 12:** Minor Subcontractor Template
- Exhibit 13:** Fringe Benefits Analysis of Compensation Package
- Exhibit 14:** Personnel and Fringe Benefits Policies
- Exhibit 15:** Incumbency Assumptions
- Exhibit 16:** Phase-In Template
- Exhibit 17:** Schedule of Subcontracts

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

Locks: The ECM shall not be locked/protected or secured by passwords.

3. COST PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the cost proposal. In addition to the hardcopy requirements of the preceding section, each prime and Major Subcontractor is required to submit its ECM and any other electronic cost data, including formulas, on CD(s) or USB stick.

Exhibit 1, Proposal Cover Sheet (Required of Prime and Major Subcontractors): A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038, J.1(b) Attachment 1, must be completed and used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the Offeror's or Subcontractor's Commercial and Government Entity (CAGE) Code, the cognizant Defense Contract Audit Agency (DCAA) Office and, if applicable, the cognizant Defense Contract Management Agency (DCMA) Office (Contract Management Office) in Section 8 of the form, as well as proposal page references in Section 7e of the form for the cost/price information submitted.

Exhibit 2, Summary of Proposed Cost and Fixed Fee (Required of Prime and Major Subcontractors): This exhibit shall include the total estimated cost, total proposed fixed fee, total estimated cost plus fixed fee, broken out by Phase-In period, individual contract years, total excluding Phase-In period, and grand total.

Exhibit 3, Summary of Elements of Cost –Contract Management and Administration (Required of Prime only): This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the

contract (basic and options) for the contract management and administration. Details of the various elements of cost are to be shown in the exhibit. For purposes of proposal submissions, Offerors shall use the values shown below for Other Direct Costs (ODCs) which are intended to cover such items as materials, supplies, equipment, travel and training.

These amounts represent the Government's current best estimate of contract requirements as of November 2015.

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Equipment/ Software	\$47,000	\$57,000	\$57,000	\$57,000	\$57,000	\$275,000
Travel	\$78,000	\$94,000	\$94,000	\$94,000	\$94,000	\$454,000
Other	\$24,000	\$29,000	\$29,000	\$29,000	\$29,000	\$140,000
Total ODCs	\$149,000	\$180,000	\$180,000	\$180,000	\$180,000	\$869,000

A share of these ODC costs may be apportioned to subcontractors, if appropriate, but the total combined amounts proposed by the Offeror and subcontractors must match the amounts shown above.

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the Offeror's normal accounting practice to do so, include these costs in the base used to compute the G&A or material handling expense. If the Offeror identifies a need for any other ODCs applicable to this requirement, indicate the reasons for these costs and the basis for pricing. Provide sufficient detail to explain how the proposed amounts are derived.

In addition to the ODC's specified above, Offerors must propose costs for the ASRS and Related Systems Facility specified in section 2.1.3 of the Statement of Work. Space is provided in Row 22 of Exhibit 3 to show total proposed facilities costs for each year of the contract. Offerors should provide additional schedules in their own format showing the computation of the facilities costs. This should also be accompanied by narrative explanation of the basis of estimate for the proposed facilities costs.

Exhibit 3a, Summary of Elements of Cost – Contract Management and Administration (Required of Major Subcontractors only if Contract Management Personnel are proposed): This exhibit is similar to Exhibit 3, but has been modified for use by Major Subcontractors in lieu of Exhibit 3. This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the contract management. Details of the various elements of cost are to be shown in the exhibit provided by the Subcontractor in the sealed envelope. In its "sanitized" version, provided to the Prime Contractor, the Subcontractor may limit the information in this exhibit to the Productive Labor Hours and Total Cost if it chooses.

Exhibit 4, Summary of Elements of Cost – Core Technical Services (Required of Prime only): This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the core technical services. Details of the various elements of cost are to be shown in the exhibits.

Exhibit 4a, Summary of Elements of Cost – Core Technical Services (Required of Major Subcontractors only): This exhibit is similar to Exhibit 4, but has been modified for use by Major Subcontractors in lieu of Exhibit 4. This exhibit summarizes the elements of costs (excluding fee) by contract year for the various periods in the contract (basic and options) for the Core Technical Services. Details of the various elements of cost are to be shown in the exhibit provided by the Subcontractor in the sealed envelope. In its "sanitized" version, provided to the Prime Contractor, the Subcontractor may limit the information in this exhibit to the Productive Labor Hours and Total Cost if it chooses.

Exhibit 5, Summary of Proposed Direct Labor Rates (Required of Prime and Major Subcontractors): This exhibit summarizes the Offeror's proposed direct labor rates for both the Contract Management and Administration and the Core Technical Services.

Standard Labor Categories (SLCs): The Offeror will develop its proposed costs using its estimating system. The Offeror shall map its labor categories for the Core Technical Services to the SLCs using the guidelines provided (see section 5.4 of the Statement of Work). SLCs are intended to broadly group proposed labor into a

manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet ASRS and Related Systems requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

In the "LABOR CATEGORY - Offeror’s" column, list all labor classifications included in the proposal, by titles from the Offeror’s estimating system. Each of the Offeror’s Labor Categories for Core Technical Services shall be mapped to the NASA Standard Labor Category (see example in the Exhibit).

The "WYE" Column shall include all proposed WYE per SLC. The " Year 1 Base Period Proposed Labor Rate" is the Offeror’s actual proposed composite labor rate starting in Contract Year 1.

The Offeror’s proposed escalation rates for direct labor are to be shown in the row titled "Proposed Escalation Percentage %" in the columns for proposed direct labor rates for Years 2 through 5 (Cells in exhibit are highlighted in yellow). The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Offerors shall provide adequate supporting rationale for proposed escalation rates proposed if different from the Government Rates of Change.

Calendar Year	Rate of Change
2016	2.9%
2017	3.2%
2018	3.0%
2019	2.9%
2020	2.9%
2021	2.9%
2022	2.9%

Escalated rates for Years 2-5 shall be computed, using the @ROUND function in Excel, for the composite rates for each SLC (see example in cost exhibit template).

A "Source" column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source of the wage/salary data (actual, salary survey, wage determination, collective bargaining agreement, etc.). In the "Staffing" column Offeror’s must indicate whether they expect to fill positions for each labor category through hiring incumbent employees, new hires or persons currently employed by the Offeror. An example is included on the template for illustration purposes only. The example should be removed from the Offeror’s submission.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the NASA Standard Labor Category, Offeror’s Category and WYEs.

Exhibit 6, Summary of Key Personnel Direct Labor Rates (Required of Prime, Required of Major Subcontractor only if Key Personnel are proposed): This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the Offeror, show the hourly labor rate at which the individual has agreed to be hired should the Offeror be selected for contract award.

Exhibit 7, Direct Labor Cost Summary – Contract Management and Administration (Required of Prime, Required of Major Subcontractor only if Contract Management Personnel are proposed): This exhibit shows the direct labor cost for the contract management and administration for each contract year with the labor rates from Exhibit 5 used to compute the cost.

It is the Offeror’s responsibility to acquire an understanding of the complexities of the work required to successfully meet ASRS and Related Systems requirements. The Contract Management and Administration requirement is for

the resources necessary for management and administration of the overall contract and includes direct charge personnel (such as Program/Site Manager, Deputy PM, Business Manager, Clerical, etc.). Accordingly, the Offeror must propose the resources required to successfully meet these requirements.

The hours shown in the exhibit for each labor category should be productive labor hours (hours spent actually working). In the narrative portion of the Offeror's Cost Proposal, identify the number of nonproductive hours per person per year. Nonproductive hours are paid hours for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State the policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

Exhibit 8, Direct Labor Cost Summary – Core Technical Services (Required of Prime and Major Subcontractors): This exhibit shows the direct labor cost for the Core Technical Services for each contract year with the labor rates from Exhibit 5 used to compute the cost.

Offerors shall use the Standard Labor Categories and hours provided in the Exhibit. The hours and WYEs shown in the Exhibit encompass the total of all hours and WYEs for both the Offeror and supporting Subcontractors. (Combined hours and WYEs proposed by the Offeror and its Subcontractors must equal the hours and WYEs shown in the Exhibit provided with this solicitation.)

In the narrative portion of the Offeror's Cost Proposal, identify the number of nonproductive hours per person per year. Nonproductive hours are paid hours for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State the policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope. For the "sanitized" version provided to the Prime, Major Subcontractors may limit the information provided to the Labor Category, WYEs and Hours.

Exhibit 9, Summary of Indirect Cost Rates (Required of Prime and Major Subcontractors): This exhibit reflects the overhead and/or fringe benefits and G&A rates by contract year and Offeror's fiscal year. Other burden rates (e.g., material overhead, subcontracts admin.) must be shown separately. This exhibit summarizes the Offeror's fiscal year date from Exhibits 10 and 11. Identify the Offeror's fiscal year in the space provided (e.g., 12-31-14), and show the Offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the "sanitized" version provided to the Prime.

Exhibit 10, Overhead and/or Fringe Benefits (Required of Prime and Major Subcontractors): This exhibit shall provide insight into the composition of the burden pool for the proposed indirect cost rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide indirect cost history for the prior three years and forecasts for the term of the contract. The basis for forecast of indirect costs shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to any proposed indirect cost pool, leave blank.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

If the Offeror or a Major Subcontractor has a negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 10.

Exhibit 11, G&A Expense (Required of Prime and Major Subcontractors): This exhibit shall provide insight into the composition of the burden pool for the proposed General and Administrative (G&A) rate. Identify the estimated G&A expense and explain the method for its calculation. Provide G&A cost history including the actual expense pool and application base amounts for the prior three years. The basis for projections of G&A shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next.

A few cost elements are included on the templates that represent the type of cost detail into which the Government requires visibility. If these cost elements are not applicable to your proposed G&A cost pool, leave blank.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

If the Offeror or a Major Subcontractor has a negotiated Forward Pricing Rate Agreement (FPRA) in effect, it may submit a copy of the signed agreement with the Government entity in lieu of submitting Exhibit 11.

Exhibit 12, Minor Subcontracts (Required of Prime only): The minor Subcontracts exhibit is required of the prime only. This exhibit is intended to provide the Government a concise assessment of the substance of minor subcontracts. Minor subcontracts are those subcontracts that have an estimated total value of less than \$200,000.00 per year or \$1,000,000.00 for the five year inclusive effort. Two examples showing how this exhibit is to be completed are included on this exhibit. **Examples should be removed from the exhibit when the Offeror’s proposal is submitted.**

Exhibit 13, Fringe Benefits Analysis of Compensation Package (Required of Prime and Major Subcontractors): Separate Fringe Benefits Analysis of Compensation Package exhibits shall be submitted for Exempt and Non-Exempt labor. For each benefit proposed which would reasonably incur cost, the Offeror shall identify the cost element in which they will be charged (e.g., direct labor cost, G&A, Overhead, or Fee). The column entitled, “Cost of Fringe Benefits” shall include the cost, not rate, associated with the fringes specified (i.e. life insurance, disability insurance, etc.) that are proposed on this contract. The next column entitled, “Percent of Direct Labor Cost” shall include the percentage of each of the related specified fringe costs as a percent of direct labor cost. The third column shall include hourly rates based on the average cost per labor hour proposed per specified fringe benefit.

Major Subcontractors shall provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

Exhibit 14, Personnel and Fringe Benefits Policies (Required of Prime and Major Subcontractors): This exhibit is required of the Offeror proposed as prime and all proposed Major Subcontractors. This exhibit provides visibility, by employee category, into personnel policies and fringe benefits, which shall be in effect at the time of contract award. Although only brief explanations are desired, sufficient information is required to allow an evaluation and estimate of all potential costs, which will arise upon award of the contract. Comments are required pertaining to all items listed below under the proper column, whether or not the policy is written. The established practice of the Offeror and applicability to this proposal shall be provided. If any item below is not applicable, so state. Items pertinent to the Offeror, which are not identified must be included if cost recovery is anticipated. In the reference column indicate the page in the Volume I Mission Suitability proposal, under Total Compensation Plan, that each item is discussed.

Major Subcontractors must provide all data required by this exhibit in the copy submitted in the sealed envelope, however, they are not required to provide any data in the “sanitized” version provided to the Prime.

Exhibit 15, Incumbency Assumptions (Required of Prime and Major Subcontractors): This exhibit is required of the Offeror proposed as prime and all proposed Major Subcontractors. This exhibit provides visibility into the Offeror's intentions regarding the hiring of incumbent contractor employees.

The Offeror shall indicate in the space provided, the percentage of the incumbent workforce it expects to retain.

In the two sections of the exhibit, titled "Labor Rates" and "Length of Service", the Offeror shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror is asked whether, notwithstanding the rates it estimated and proposed, it intends to pay retained incumbents at their current salaries/wages. The Offeror shall select only one of the two options: Yes or No. The Government understands that a non-incumbent Offeror may only be able to estimate the salary cost of current incumbents; however, the Government must evaluate the Offeror's intentions regarding pay for these employees if retained. If the Offeror selects "Yes" no further response is required. If the Offeror selects "No", then it is required to explain what salaries/wages it intends to offer to incumbents and how this will allow it to achieve the Offeror's intended/expected incumbent retention percentage.

In the area entitled, "Length of Service", the Offeror is asked if it intends to recognize incumbent employees' service time under predecessor contracts, in the performance of similar work, for purposes of fringe benefits computations (such as the amount of paid-time-off received). The Offeror shall select only one of the two options: Yes or No. The Government understands that a non-incumbent Offeror may be able only to estimate the current incumbent employees' length of service; however, the Government must evaluate the Offeror's intentions recognition of length of service for these employees if retained. If the Offeror selects "Yes" no further response is required. If the Offeror selects "No", then it is required to explain its policy regarding the length of service of incumbent employees as it relates to fringe benefits computations (such as the amount of paid-time-off received) and how this will allow the Offeror to achieve its intended/expected incumbent retention percentage.

Exhibit 16, Phase-In (Required of Prime and Major Subcontractors only if the subcontractor is participating in Phase-in): The Phase-In exhibit is designed to show the total cost plus fixed fee for the phase-in period. This exhibit must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLCs for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of Phase-In requirements. **Offerors shall also provide proposed estimated moving costs if they propose to re-locate from the current ASRS facility.** The Phase-In exhibit is to include ALL Phase-In costs necessary for full contract implementation.

For subcontractors participating in phase-in, details of the various elements of cost are to be shown in the exhibit provided by the subcontractor in the sealed envelope. In its "sanitized" version, provided to the Prime Contractor, the subcontractor may limit the information in this exhibit to the Productive Labor Hours and Total Cost Plus Fixed Fee if it chooses.

Exhibit 17, Schedule of Subcontracts (Required of Prime only): This exhibit summarizes the activity proposed to be subcontracted. Major Subcontractors (those with a proposed aggregate cost plus fee/profit of \$1,000,000 or more for the five-year period of performance) are required to submit all applicable cost exhibits specified in this RFP. The following information is required in the exhibit:

- A brief description of work to be subcontracted;
- Number of quotes solicited and received;
- Subcontractor selected and basis for selection
- Type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- Total proposed cost and fee or profit for the total five-year period of performance;
- Affiliation with the Prime Offeror;

- and cost or price analysis performed by the Offeror. Note: FAR 15.404-3(b) requires that contractors conduct appropriate cost or price analyses to establish the reasonableness of proposed contract prices and include the results of these analyses in the price proposal.

4. ACCOUNTING SYSTEM

The Offeror must provide a brief description of its accounting system. Award of a cost-reimbursement type contract requires an accounting system capable of accurately collecting, segregating and recording costs by contract. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

5. FACILITIES CAPITAL COST OF MONEY

The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J.1(b) for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the Offeror’s proposal, it shall not be included in the cost base for calculating profit/fee.

6. FIXED FEE

Submit the proposed fixed fee rate to be used on the contract. The fixed fee will be established by application of the proposed fixed fee rate to the estimated cost. The proposed fixed fee rate will apply to all changes under the contract.

7. PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

All Offerors shall submit a completed TABLE 1 for the prime, each team member and all Subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Subcontractors valued at \$1 million or greater are to submit a completed TABLE 1 below for all of their Subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and Subcontractors.

TABLE 1: PROPOSAL PRIME/SUBCONTRACTOR INFORMATION SUMMARY

Offerors and Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/Subcontractor	<i>Identify name of the prime Offeror or a Subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	
Period of Performance:	<i>The length from start date to completion date of the contracted effort.</i>
Type of Action:	Follow-on
Contract Type:	Cost Plus Fixed Fee – CPFF
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>

Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>
Subcontractors: (>1M)	<i>List all Subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.</i>
Small Business Subcontracting Goals:	<i>Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)- If 'none' fill out box as "N/A"</i>

(END OF PROVISION)

(END OF SECTION)

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The provision at the beginning of this Section is incorporated by reference, with the same force and effect as if it were given in full text. The Offeror is cautioned that the listed provision may include blocks that must be completed by the Offeror and must be submitted with its quotation or offer. In lieu of submitting the full text of this provision, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The Offeror is responsible for understanding and complying with the entire provision. The full text of the provision can be located at the addresses contained in FAR 52.252-1, Solicitation Provisions Incorporated By Reference (FEB 1998), in Section L.4 of this contract.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

(END OF PROVISION)

M.2 EVALUATION APPROACH

A. General. The contract award will be based on the evaluation of three Factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III). A general definition of these Factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each Factor is provided below.

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team and the Source Selection Authority (SSA). Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the technical requirements as defined in Section C.

(2) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR Subpart 15.306(a)). The Government reserves the right to conduct discussions if the Government later determines them to be necessary. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range. If the Government determines that the number of proposals that would otherwise be in the competitive range exceeds the number in which an efficient competition can be conducted, the Government may limit the number of proposals in the competitive range to the greatest number that will permit efficient competition among the most highly rated proposals.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with

the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA’s decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

B. Evaluation Factors. There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, “Evaluation factors and significant sub-factors.” Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability factor will be numerically scored, and the Mission Suitability sub-factors will be adjectivally rated and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

TABLE M-1: DEFINITION OF MISSION SUITABILITY RATINGS

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

Overall, the Offeror’s Mission Suitability proposal will be evaluated based on the Offeror’s ability to fulfill the contract management and technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor.

(2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government’s level of confidence in the Offeror’s ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEB’s evaluation shall clearly document each Offeror’s relevant past performance and the currency of the past performance to assess the Offeror’s overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

TABLE M-2: DEFINITION OF PAST PERFORMANCE RATINGS

Very High Level of Confidence	The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition, indicates exemplary performance in a timely, efficient, and economical manner and very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the offeror will successfully perform the required effort.
High Level of Confidence	The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements. Offeror’s past performance indicates that contract requirements were accomplished in a timely, efficient, and economical manner for the most part, with only minor problems that had little identifiable effect on overall performance. Based on the offeror’s performance record, there is a high level of confidence that the offeror will successfully perform the required effort.
Moderate Level of Confidence	The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance. Performance was fully responsive to contract requirements; there may have been reportable problems, but with little identifiable effect on overall performance. Based on the offeror’s performance record, there is a moderate level of confidence that the offeror will successfully perform the required effort.
Low Level of Confidence	The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards. Offeror achieved adequate results; there may have been reportable problems with identifiable, but not substantial, effects on overall performance. Based on the offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the offeror’s existing processes may be necessary in order to achieve contract requirements
Very Low Level of Confidence	The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action was required in one or more areas. Performance problems occurred in one or more areas which, adversely affected overall performance. Based on the Offeror’s performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.
Neutral/ Unknown Confidence	In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(3) Cost/Price Factor. This factor is used to assess the cost to the Government of each Offeror’s proposal if it were selected for award. Proposed costs are analyzed to determine the cost and associated risks of doing business with an Offeror based upon the Offeror’s proposed approach and cost. A cost realism analysis will be performed to assess the reasonableness of the proposed costs. The cost realism analysis is not numerically scored.

(a) MISSION SUITABILITY FACTOR (Volume I)

The Offeror’s Mission Suitability proposal will be evaluated based on the Offeror’s ability to fulfill the contract management and technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability sub-factors will be assigned adjectival ratings and numerical scores. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated.

If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability sub-factors set forth below. (Note: The following outline should not be construed as an indication of the order of importance or relative weighting within

individual elements of the Mission Suitability sub-factors as there are no discrete point values to any of the elements.)

TABLE M-3: INDEX OF MISSION SUITABILITY SUB-FACTORS

Paragraph	Sub-factor Title	Elements
A	Technical Approach – Written Proposal	1) Technical Understanding
B	Management Approach – Oral Presentation	1) Organization Structure and Partnering Approach
		2) Phase-in Plan
		3) Staffing, Recruitment, Retention, Training
		4) Key Personnel
	Management Approach – Written Proposal	1) Position Descriptions, Resumes, Commitment Letters
		2) Total Compensation Plan
3) Organizational Conflicts of Interest Avoidance Plan		
C	Small Business Utilization - Written Proposal	1) Small Business Subcontracting Goals
		2) Commitment to the Small Business Program

(A) Technical Approach (Sub-factor)

Stating that the Offeror understands and will comply with the requirements described in the SOW, or stating “standard procedures will be employed” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered an effective response to the solicitation. In addition, only using past performance experience does not demonstrate an understanding. Restating the SOW will not be interpreted as demonstrating understanding.

(1) Technical Understanding – Written Proposal.

The Government will evaluate how well the Offeror demonstrates its overall understanding of the technical requirements of the SOW (Section 2.0) and their interrelationships, and specifically how the work will be accomplished. The Government will evaluate the proposal for its technical merit, innovativeness, efficiency, and completeness. The Government will evaluate the technical approach and rationale of the following:

- Description of the approach to accomplishing the Statement of Work tasks listed in the Report Processing Flow for ASRS (SOW Section 2.2) and C3RS (SOW Section 2.5).
- Identification of technical risk areas pertinent to SOW Section 2.0, and approaches to mitigating them.
- Description of provisions for quality control and continual quality improvement.
- Understanding of data analysis, human factors usability, risk assessment, configuration management, and documentation management as they relate to the requirements of the SOW.
- Description of the plans for database management, especially for very large data sets.
- Description of the approach to safeguarding the integrity of and the level of industry confidence in the ASRS and Related Systems.
- Identification of IT security risk areas as they relate to the confidential reporting systems and approaches to mitigate them.
- Description of plans for acquiring a facility that meets the requirements of SOW Section 2.1.3 and SOW Appendix 5.3.

(B) Management Approach (Sub-factor)

The Government will evaluate the Offeror's management approaches to accomplish the requirements of the SOW from phase-in through the life of the contract as follows:

- (1) Organization Structure and Partnering Approach – Oral Presentation.** The Government will evaluate the reasonableness, efficiency, effectiveness, and completeness of the Offeror's organizational structure and partnering approach and rationale to perform the functions in the SOW, including the following:
 - How the organizational structure and partnering approach provides clear internal and external lines of authority, communication, and coordination of all performing entities, including a diagram of the structural connections or associations, and the organization and coordination of the entities responsible for this work with any corporate or division organizations and any subcontractors.
 - If the Offeror proposes subcontracting or teaming arrangements, the basis for the selections, description of the operational and technical benefits of these arrangements to NASA, and the proposed approach for integrating these arrangements.
 - Processes to manage change in technical direction, fluctuating priorities, resources, and schedules.
 - Approach for coordination of financial arrangements required for oversight of local contract operations; particularly for technical, schedule, and cost reallocation.
 - Authority and responsibilities vested in Program Manager and key personnel, and their access to, and identification of, company resources to support the contract.

- (2) Phase-in Plan – Oral Presentation.** The Government will evaluate the reasonableness, efficiency, effectiveness, and completeness of the Offeror's Phase-in Plan including the following:
 - Approaches to ensuring continuation of operations, including reporting systems, during contract turnover, and the initial and ongoing transition of personnel, as required by SOW Section 3.1.
 - Description of availability and participation of proposed key and other personnel during the phase-in.
 - Estimation of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
 - Description of the transition of management, personnel, equipment and facilities, and any facility relocation if proposed.
 - Policy for continuing or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401K plans) and the process for providing benefits information and support during phase-in.
 - Identification of phase-in risk areas and recommended approaches to minimize the probability and impact of those risks.

- (3) Staffing, Recruitment, Retention, and Training – Oral Presentation.** The Government will evaluate the reasonableness, efficiency, effectiveness, and completeness of the Offeror's staffing, recruitment, retention, and training approach and rationale including the following:
 - Approaches to provide the staffing (skill mix) necessary to perform the requirements of the SOW, including the assignments and the skills required for other-than-key personnel, and incumbent skill retention.
 - Recruitment plans, methods, and sources for hiring personnel.
 - Policies and incentives to minimize turnover and to retain experienced personnel.
 - Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
 - Plans for internal training.

(4) **Key Personnel – Oral Presentation.** The Government will evaluate the reasonableness, effectiveness, and appropriateness of the Offeror's approach and rationale for Key Personnel proposed including the following:

- Proposed key positions, the basis for designating them as key, and the benefit to the Government of those designations.
- Identification of proposed key personnel, and the percentage of their time allocated to this requirement.
- The allocation of those positions between the prime and any proposed subcontractors.
- Staffing approach for key personnel during absences due to vacation, illness, or other unexpected absences.
- Procedures for replacing or adding key personnel.

Key Personnel – Written Proposal. The Government will evaluate the reasonableness, effectiveness, appropriateness, and completeness of the following:

- Position descriptions including authorities, responsibilities, assignments, experience and skills required of key personnel.
- Resumes for key personnel including education, summary of total experience, summary of relevant experience in similar work, and other applicable experience.
- The degree of commitment of individuals proposed as key personnel.
- Commitment letters from the key personnel.

(5) **Total Compensation Plan – Written Proposal.**

The Government will evaluate the reasonableness, appropriateness, effectiveness, and completeness of the Offeror's Total Compensation Plan (TCP) both overall and in specific reference to the items listed below, in accordance with NFS 1852.231-71, "Determination of Compensation Reasonableness," and FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

- Categories of personnel that are in a bona fide executive, administrative, or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Salary ranges and fringe benefits proposed for professional employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market.
- Employee compensation information regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identification of benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- Impact for continuing and/or replacing the benefits of the incumbent Contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401K plans, etc.).
- Rationale of supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.
- Understanding of the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).

(6) **Organizational Conflict of Interest (OCI) Avoidance Plan – Written Proposal.**

The Government will evaluate the Offeror's Organizational Conflict of Interest Avoidance Plan to determine if all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract and SOW requirements. The Plan will be evaluated to ensure it effectively addresses all the requirements identified in Section H, paragraph H.9, Organizational Conflicts of Interest, and Limitation on

Future Contracting, and Section I, paragraph I.1, NFS 1852.237-72, Access to Sensitive Information relative to the Offeror's understanding and proposed methodology for implementation of the above contract requirements.

(C) Small Business Utilization (Sub-factor) – Written Proposal

The evaluation of Small Business Subcontracting and Commitment to the Small Business Program applies to all Offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan.

(a) Small Business Subcontracting Goals

- (1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed goals for first tier subcontractors (overall small business goal as well as goals for each small business category) in comparison to the Contracting Officer's assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704, Subcontracting Plan Requirements. The evaluation of the Small Business Subcontracting Plan will be based on total contract value.
- (2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work that the small business prime and any small business propose to perform at the first tier subcontract level. The proposed amount of work that the prime small business and first tier small business subcontractors will perform will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. For small business primes and their first tier subcontractors, individual subcontracting goals by small business categories will not be evaluated.

(b) Commitment to the Small Business Program

- (1) NASA will evaluate the extent to which any work performed by a small business subcontractor(s) is identified as "High Technology." NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments.)
- (2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)
- (3) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small business outreach, assistance, participation in the Mentor Protégé program, counseling, market research and small business identification, and relevant purchasing procedures. (For Other than Small Businesses Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For small business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(b) PAST PERFORMANCE FACTOR (Volume II)

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors and an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding the relevant areas below.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.11(b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance and Contract Management. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. Relevant Technical Performance.

The Government will review relevant recent and active contracts to assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Overall technical performance and the ability to identify technical problems and institute resolutions.
- Compliance with technical and schedule requirements, including an explanation for any schedule slips.
- Flexibility and effectiveness in dealing with unexpected changes to technical requirements.

- Relevance to the current ASRS and Related Systems requirement and the technical areas that the contractor supported, including the following:
 - Safety reporting systems, including their operation and maintenance (i.e., aviation, railroad, others)
 - Research and development activities related to safety reporting systems
 - Information systems
 - Communications and presentations to technical/ other governmental audiences regarding the work performed on the relevant contract
 - Human factors research
 - Database management and systems administration
 - Information Technology Security
 - Data analysis
 - Documentation, publications, website maintenance

2. Contract Management.

The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

- Record of recruiting, developing, and retaining high-caliber key personnel and technical employees with the appropriate skills for contract performance.
- Record for retaining key personnel in the key positions as originally proposed.
- Approach to and experience in filling vacant key personnel position(s), if applicable.
- Changes made to lines of authority during the contract, reason for the changes, and their impact to contract performance.
- Subcontract management, coordination of roles and responsibilities to achieve contract goals including ability to meet subcontracting goals.
- Management of the phase-in period to ensure efficient and seamless continuation of operations during contract turn-over, including retention rates for incumbent technical personnel.
- Role of corporate management involvement in and oversight of local contract operations; i.e., whether its role improved or limited meeting requirements, including technical, schedule, and cost.
- Safety record including safety training for employees, Experience Modification Rate, and the OSHA injury rate.
- Management of Government-provided property and equipment, if applicable.
- Ability to protect sensitive and/or third party proprietary information.
- Ability to identify and resolve any organizational conflicts of interest issues.

The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from organizations that will substantially

contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be evaluated based on information obtained through the Federal Past Performance Information Retrieval System (PPIRS) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a "Neutral" level of confidence rating.

(c) COST FACTOR (Volume III)

(1) The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

(2) Offerors should refer to FAR 2.101(b) for a definition of "cost realism" and to FAR 15.404-1(d) for a discussion of "cost realism analysis" and "probable cost". The terms "proposed and probable cost" are exclusive of fee. Any proposed fee is not adjusted in the probable cost assessment.

(3) The Government will determine the Probable Cost of each Offeror's overall proposed cost by evaluating the realism of the proposed costs to ensure the Offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of the solicitation requirements, and reflect a sound approach to satisfying those requirements. Cost information supporting a cost judged to be unrealistic and the technical/ management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each Offeror. Offerors' proposed fixed fee dollars will be used in computing probable cost plus fixed fee.

(4) The overall cost for selection purposes will be the sum of the cost plus fixed fee proposed for the Contract Management and Administration and the cost plus fixed fee for the Core Technical Services (CLINs 01A, 02A and 03A). Phase-In (CLIN 01) will not be included in the evaluated total cost for selection purposes, but it will be evaluated for reasonableness and realism.

If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work, including the appropriateness of the Offeror's proposed resources, the SEC may determine this to be a Mission Suitability weakness, adversely affecting the Offeror's Mission Suitability scores as well as require an adjustment for probable cost. A lack of resource realism (and, in the case of Phase-In costs, a lack of reasonableness) may generate a Mission Suitability weakness and adversely affect the Offeror's Mission Suitability score.

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

(END OF PROVISION)

M.3 WEIGHTING AND SCORING

(a) The essential objective of this procurement process is to identify and select the contractor best able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. The evaluation factors are described in M.2, Evaluation Approach.

(b) Mission Suitability sub-factors will be assigned adjectival ratings and numerical scores in accordance with a numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism and a probable cost adjustment will be made if appropriate. Cost will also be evaluated for its impact on Mission Suitability. The Source Selection

Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) **Of the evaluation factors identified above, Mission Suitability is moderately more important than Past Performance, and Past Performance is moderately more important than Cost. Mission Suitability and Past Performance when combined are significantly more important than Cost.** Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the Mission Suitability sub-factors are indicative of the relative importance of those evaluation areas. The Mission Suitability sub-factors to be evaluated are weighted for purposes of assigning numerical scores as follows:

TABLE M-4: WEIGHTING AND SCORING

MISSION SUITABILITY	
Sub-factors	Assigned Weight
<u>Technical Approach:</u> Technical Understanding	550
<u>Management Approach:</u> Organization Structure and Partnering Approach Phase-in Plan Staffing, Recruitment, Retention, and Training Key Personnel Position Descriptions, Resumes, Commitment Letters Total Compensation Plan Organizational Conflicts of Interest Avoidance Plan	400
<u>Small Business Utilization:</u> Small Business Subcontracting Goals Commitment to the Small Business Program	50
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]