SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES
		1 / 74

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	NNL15544449R	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	08/19/2015	

7. ISSUED BY CODE LARC

NASA/Langley Research Center
5 Langley Blvd., Bldg. 2101
M/S 12
Hampton VA 23681-2199

8. ADDRESS OFFER TO (If other than Item 7)

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

SOLICITATION

9. Sealed offers in original and Refer to Section L.9 copies 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 Attachment 7 until 2:00PM *(Hour)* local time 09/18/2015 *(Date)*

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Curtis Hyman	757	864-2473		curtis.hyman@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 (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT 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)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )		

24. ADMINISTERED BY *(If other than Item 7)*	CODE	25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*	27. UNITED STATES OF AMERICA	28. AWARD DATE
	(Signature of Contracting Officer)	

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
001	Phase-In				
002	Technical Effort (Base Period)				
003	Other Direct Costs (Base Period)				
004	Technical Effort (Option Period) (Option Line Item)				
005	Other Direct Costs (Option Period) (Option Line Item)				

PART I -- THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES/PRICES

B. 1 NAMING/NUMBERING SCHEME FOR CLAUSES IN FULL TEXT AND FOR CLAUSES INCORPORATED BY REFERENCE (LaRC 52.201-90) (MARCH 2012)

There are various types of clauses contained in the contract. Most clauses will reference a numbered cite such as: Federal Acquisition Regulation (FAR 52.#); NASA FAR Supplement (NFS 1852.#); or Langley Research Center (LaRC 52.#). There are also clauses that have no numbered cite designation. Those clauses were written by LaRC for this specific contract or were written as generic Agency clauses specific for this contract type.

(End of Clause)

B.2 SUPPLIES AND/OR SERVICES TO BE PROVIDED

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the work in accordance with the Description/Specifications/Statement of Work incorporated (See Exhibit A). This contract has a line item for a 45 day Phase-In period which is firm fixed price.

CLIN	Description	Type
1	Phase-In	Firm Fixed Price (FFP)
2	Base Period Technical Effort	Cost Plus Fixed Fee (CPFF)
3	Base Period Other Direct Costs (ODCs)	Cost Reimbursement No Fee
4	Option Period Technical Effort	CPFF
5	Option Period ODCs	Cost Reimbursement No Fee

(End of Clause)

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

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

CLIN 2 - CPFF Technical Effort (Base)	$
CLIN 3 - Cost Reimbursement No Fee (Base)	$6,000,000
CLIN 4 - CPFF Technical Effort (Option)	$
CLIN 5 - Cost Reimbursement No Fee (Option)	$4,000,000
Total Potential Value:	**$**

The total estimated cost and fixed fee is **$TBP**.

TBP = To Be Proposed

(End of Clause)

B.4 1852.216-78 FIRM FIXED PRICE (DEC 1998) (CLIN 1 ONLY)

The total firm fixed price of this contract is **$TBP** for CLIN1 (Phase-in).

(End of Clause)

B.5 1852.232-81 CONTRACT FUNDING (JUN 1990) (EXCLUDING CLIN 1)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is **$TBD**. This allotment is for **CLIN 2 and CLIN 3** and covers the following estimated period of performance: **TBD**.

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

TBD = To Be Determined

(End of Clause)

(End of Section)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following:

Section J, Exhibit A - Simulation and Aircraft Services (SAS) Statement of Work (SOW)

(End of Clause)

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause(s) below 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 the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of Clause)

1852.211-70 **PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)**

1852.245-74 **IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)**

Paragraph (e) fill-in: NASA Langley Research Center, 4 South Marvin Street (Bldg. 1206) Hampton, VA 23681-2199

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause(s) below 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 the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of Clause)

52.246-3 INSPECTION OF SUPPLIES - COST-REIMBURSEMENT (MAY 2001)
52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

E.2 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ISO 9001, Quality Management System requirements

NASA Workmanship Standards for all Software Engineering, development and maintenance activities and comply with these documents:

NPR 7150.2B NASA Software Engineering Requirements
LPR 7150.2 LaRC Software Engineering Requirements
NASA standards located at http://standards.nasa.gov/documents/nasa

NASA STANDARD	TITLE
NASA-STD-8739.8	SOFTWARE ASSURANCE STANDARD
NASA-STD-8719.13C	SOFTWARE SAFETY STANDARD

(End of Clause)

(End of Section)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause(s) below 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 the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of Clause)

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

F.2 PERIOD OF PERFORMANCE

The base period of performance of this contract (exclusive of the phase-in period) is three (3) years from the effective date of the contract. One option period exists that is two (2) years from the end of the base period of performance.

(End of Clause)

F.3 PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed at the following location(s): NASA Langley Research Center, Hampton, Virginia, the Contractor's facility and other sites that may be designated by the Contracting Officer.

(End of Clause)

(End of Section)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) below 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 the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of Clause)

1852.216-75	**PAYMENT OF FIXED FEE (DEC 1988)**
1852.227-70	**NEW TECHNOLOGY-OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)**
1852.242-73	**NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)**
1852.245-70	**CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (JAN 2011)**
1852.245-75	**PROPERTY MANAGEMENT CHANGES (JAN 2011)**
1852.245-82	**OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)** Paragraph (a)(3) fill-in: LAPD 8800.14, Real Property Management

G.2 SUBMISSION OF VOUCHERS FOR PAYMENT (LaRC 52.216-87) (APR 2014)

(a) Except for classified vouchers, the Contractor shall submit interim and final cost vouchers electronically using the DOD Wide Area Work Flow (WAWF) system. Vouchers will be reviewed by DCAA based upon a risk-based sampling review process.

(1) To access the DOD WAWF system, the contractor shall be required to have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov and be registered to use the DOD WAWF at https://wawf.eb.mil following the step-by-step procedures for self-registration available at this web site.

(2) NASA voucher payment information can be obtained at the NASA Shared Services Center (NSSC) Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. For technical WAWF help, contact the WAWF helpdesk at 1-866-618-5988. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(3) The vendor shall use the “Cost Voucher” document type in WAWF. The Activity Address Codes (AAC) to be populated in WAWF for submission of vouchers under this contract are:

a. Pay Official ACC: 803112 (NSSC)

b. Admin DoDAAC: 803364 (LaRC)

c. Ship to Code: 803365 (LaRC)

d. DCAA Auditor DoD AAC: TBD (https://www.dcaa.mil/conus.aspx)

e. For “Final Cost Voucher”, add Service Approver DODAAC: 803364 (LaRC)

(4) The Contractor shall ensure that the payment request includes appropriate contract line item descriptions of the work performed and all relevant back-up documentation to support each payment request.

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

NASA CO: TBD

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

E-mail address: NSSC-AccountsPayable@nasa.gov
Mailing address: NSSC - FMD Accounts Payable
Bldg. 1111, C Road
Stennis Space Center, MS 3952
Fax Number: 1-866-209-5415

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

(d) The NSSC is the designated billing office for cost and fee vouchers for purpose of the Prompt Payment clause of this contract.

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

(End of Clause)

G.3 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (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:

LaRC

(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 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

G.4 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

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

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

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

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

The Contractor shall ensure all Installation Accountable Government Property is reassigned before the current Contractor equipment user resigns or is terminated.

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

Board, in accordance with the NASA guidance in this clause.

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

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

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

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

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

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

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

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

√ (2) Office furniture.

(3) Property listed in not applicable.

(i) If the Contractor acquires property, title to which vests in the Government

pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

(4) Supplies from stores stock.

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

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

(7) Installation service facilities: none.

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

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

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

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

(End of Clause)

G.5 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)

Subject clause may apply at the task order level if so indicated by the Contracting Officer.

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

(End of Clause)

G.6 TECHNICAL DIRECTION (LaRC 52.242-70) (JULY 2015)

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

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

(1) Constitutes an assignment of additional work outside the statement of work;

(2) Constitutes a change as defined in the changes clause;

(3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions, or specifications of the contract; or

(5) Interferes with the contractor's rights to perform the terms and conditions of the contract.

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

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

(1) Rescinded in its entirety; or

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

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

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

(End of Clause)

G.7 PROVIDING EQUIPMENT TO CONTRACTORS (LaRC 52.245-90) (MARCH 2012)

(a) In accordance with FAR 45.102, it is policy of the Government that Contractors shall furnish all property required for performing Government contracts.

(b) The Government will provide EXISTING equipment as listed in Exhibit C. Any existing equipment items that reach the end of their useful life during the contract period, or which are beyond economical repair, shall be replaced by the Contractor, if the equipment is still needed for contract performance.

(End of Clause)

G.8 PAYMENT OF PHASE-IN (CLIN 1)

Payments for phase-in (CLIN 1) will be made by the Government based on a receipt of a proper invoice and completion and acceptance of services rendered.

(End of Clause)

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) below 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 the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of Clause)

1852.208-81	**RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)**
1852.223-70	**SAFETY AND HEALTH (APR 2002)**
1852.223-75	**MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)**
1852.225-70	**EXPORT LICENSES (FEB 2000)** Paragraph (b) fill-in: NASA Langley Research Center
1852.235-73	**FINAL SCIENTIFIC AND TECHNICAL REPORTS (DEC 2006)**
1852.244-70	**GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM (APR 1985)**

H.2 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988)

(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 invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of the conflicts are described in H.12**,** Organizational Conflicts Of Interest.

(c) The restrictions upon future contracting are as follows:

(1) 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 statements of work 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 first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those

other companies.

(End of clause)

H.3 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) - ALTERNATE I (SEP 1989) - ALTERNATE II (OCT 2000)

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Labor Day
Martin Luther King, Jr.'s Birthday
Columbus Day
President's Day
Veterans Day
Memorial Day
Thanksgiving Day
Independence Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself, be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: the Contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, there shall be no form of holiday or other premium compensation made under this contract. However, this does not preclude compensation for authorized overtime work that would have been overtime regardless of the status of the day as a holiday.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be a reimbursable item of cost under this contract for employees in accordance with the Contractor's established accounting policy.

(End of Clause)

H.4 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (APRIL 2014)

1) Applicable Definitions:

Foreign National: Any person who is not a U.S. citizen and who is not a lawful permanent resident as defined by 8 U.S.C. 1101(a) (20) or any person who is not a protected individual as defined by 8 U.S.C. 1324b(a) (3). This also means any foreign corporation, business association, partnership, trust, society or any other entity or group that is not incorporated or organized to do business in the U.S., as well as any international organizations, any foreign government, and any agency or subdivision of foreign governments (e.g., diplomatic missions).
Lawful Permanent Resident (LPR): A non-U.S. citizen legally permitted to reside and work within the U.S. and issued a Resident Alien Identification (also known as a Green Card). LPRs are to be afforded all the rights and privileges of a U.S. citizen with the exception of voting, holding public office, access to classified national security information, and employment in the federal sector (except for specific needs or under temporary appointment per 5 CFR, Part 7, Section 7.4). LPRs are not prohibited from accessing export controlled commodities, but must have a work-related "need-to-know" for access. LPRs are considered foreign nationals under immigration laws. LPR, as defined herein, is to replace the term “Permanent Resident Alien” (PRA) in all NASA guidance that has not yet been updated to the use of LPR.

2) Requirements for Center Access for Foreign Nationals who are not LPRs:

Access to the NASA Langley Research Center by foreign nationals who are not LPRs shall be approved in accordance with NPR 1600.4, “Identity and Credential Management” and Interim Policy Regarding Foreign National Access Management, dated April 2, 2014. Center access approval requires a minimum of 5 (five) working days advance notice. Designated country nationals require a minimum of 30 (thirty) working days advance notice because of additional approval requirements. Foreign nationals who are not LPRs must be escorted by a NASA Civil Servant or permanently badged contractor at all times while on Center unless otherwise approved in writing by the International Visitors Coordinator (IVC).

3) Requirements for Center Access for LPRs:

a) Visit requests should be submitted directly to the Badge and Pass Office (BPO) using an LF-103. LPRs may be sponsored for Center access by permanently badged contractor

employees or NASA civil servants. Contractor LPRs are generally expected to be sponsored by the employing contractor.

b) LPRs who will be at LaRC in excess of 29 days will be processed through IdMAX.
c) LPRs who will be at LaRC in excess of 179 days will be processed for PIV credentials that will remain valid for 5 years.
d) Contractor management is responsible for ensuring credentials issued to LPRs sponsored by the contractor are returned when the LPR no longer requires access to NASA LaRC under the contract or no longer works for the contractor.
e) No Security Transfer Technology Control Plan (STTCP) is required for LPRs.
f) LPRs on a work related, "need-to-know" basis are allowed access to export controlled commodities. It is incumbent on the Branch Head or Program Manager to appropriately determine who should have access to export controlled information. The Security Services Branch and the Center Export Administrator are available for guidance.
g) LPRs are permitted to carry personal mobile devices on Center. Personal mobile devices are not be used to record, store, or process NASA data and are not to be used to take photographs within NASA facilities.
h) LPRs and non-LPR Foreign Nationals must request and obtain prior approval from Joint Base Langley-Eustis prior to entering Joint Base Langley-Eustis. Access is subject to conditions imposed by Joint Base Langley-Eustis and may require a U.S. citizen escort at all times.

4) Violation of security policies by contractor personnel may result in withdrawal of Center access for the offending personnel and/or contractual actions against the contractor. Additionally, violations may be criminal in nature and are subject to criminal prosecution.

(End of Clause)

H.5 REQUIREMENTS FOR ACCESS TO NASA LANGLEY RESEARCH CENTER (LaRC 52.204-92) (AUG 2014)

(a) Visitors seeking entry to NASA Langley Research Center using a state-issued driver's license or state-issued personal identification card are advised that identification documents must be compliant with the REAL ID Act of 2005, Public Law 109-13. Information on the REAL ID Act of 2005, Public Law 109-13, requirements can be found at: http://www.dhs.gov/real-id-public-faqs. Questions concerning REAL ID can be forwarded to the NASA Langley Badge and Pass Office via email at LaRC-RealId@mail.nasa.gov

(b) A state-issued ID that is non-compliant with the REAL ID standards cannot be used for access to the Center. A list of non-compliant forms of state identification can be found in the PDF document titled "REAL ID Enforcement in Brief" located at: http://www.dhs.gov/publication/real-id-enforcement-brief

(c) The following alternate forms of identification are accepted for NASA LaRC access:

(1) Federal employee badges,
(2) Passports,
(3) Military identification cards,
(4) Enhanced Driver's Licenses,
(5) U.S. Coast Guard Merchant Mariner Card,
(6) Native American tribal document,

(7) School identification accompanied by an item from List C (Documents that Establish Employment Authorization) from the "List of the Acceptable Documents" on Form I-9, which can be found at: http://www.uscis.gov/i-9-central/complete-correct-form-i-9
(d) Visitors without acceptable identity documents require an escort at all times while on the NASA Langley Research Center.

(End of Clause)

H.6 SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS (LaRC 52.211-99) (FEBRUARY 2012)

(a) Inherently Governmental Functions - No inherently government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

(b) Non-Personal Services Contract - In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

(c) Identification of Contractor Personnel - All Contractor personnel who attend meetings, answer government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all Contractor work spaces located on NASA LaRC shall be clearly identified.

(d) Marking of Reports - The Contractor shall mark all documents or reports produced under this contract with the Contractor name, contract number, and task order number if applicable.

(End of Clause)

H.7 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (JANUARY 2013)

a) The Contractor shall require its employees to observe and obey all rules and regulations as prescribed by the authorities at LaRC and other installations including all applicable Federal, NASA, and Langley safety, health, environmental and security regulations.

b) At all times while on NASA property, the Contractor shall require its employees, subcontractors, and agents to display a valid NASA issued identification badge. Contractors shall be held accountable for these identification badges, and may be required to validate its active employees on an annual basis with the NASA Office of Security Services. Immediately upon employee termination or contract completion, the Contractor shall return NASA identification badges and facility keys to the NASA LaRC Badge and Pass Office. All NASA identification badges and facility keys remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

(End of Clause)

H. 8 ENABLING CLAUSE BETWEEN SAS CONTRACTOR AND OTHER LANGLEY CONTRACTORS (LaRC 52.215-116) (MARCH 2012)

(a) NASA has entered into the contracts listed below for other support services at Langley Research Center:

Contracts
Agency Consolidated End-user Services
Technology, Engineering and Aerospace Mission Support Teams
Langley Information Technical Enhanced Services
Langley Administrative, Media, and Professional Services
Center Maintenance, Operations and Engineering (CMOE)
Contracts for Security Services and Custodial Services

(b) In the performance of this contract, the Contractor agrees to cooperate with the Contractors or follow-on Contractors for the above listed contracts by: attendance at meetings; sharing technical, schedule, and planning data; providing access to Contractor facilities; allowing observation of technical activities by appropriate Contractor technical personnel; and discussing and coordinating matters related to projects.

(c) The Contractor further agrees to include in each subcontract over $1 million or 10 percent of prime contract value, whichever is less.

(End of Clause)

H.9 OBSERVATION OF SAFETY AWARENESS EVENT BY CONTRACTOR EMPLOYEES (LARC 52.223-92) (JAN 2013)

The Langley Research Center (LaRC) Safety Awareness Event is an annual event dedicated to learning best practices for a safe work environment. When the LaRC Director designates the Safety Awareness Event, the Contractor shall require all onsite and nearsite employees to participate in Safety Awareness activities at LaRC.

(End of Clause)

H.10 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE

(LaRC 52.223-93) (JULY 2015)

a) The Contractor and its employees shall comply with LAPD 1600.5, Workplace Violence and Threatening Behavior. The Contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in LAPD 1600.5.

b) In accordance with LAPD 1600.5, if the LaRC Workplace Violence and Prevention Program (WVPP) Threat Assessment Team determines it is appropriate for the Contractor to participate in a WVPP Threat Assessment Team meeting, the Contractor shall comply with the request. The Contractor shall report the disposition of any incidents to the LaRC WVPP Threat Assessment Team.

c) In addition to the conditions set forth in paragraphs (a) and (b) above, the Contractor shall consider any personnel action resulting in the involuntary separation of a contractor employee as a “potential violent situation” and follow the reporting procedures in LAPD 1600.5.

d) The Contractors shall include these requirements in all subcontracts, however, the subcontractors shall report up through the prime Contractor.

(End of Clause)

H.11 LaRC ENVIRONMENTAL MANAGEMENT (LaRC 52.223-94) (JULY 2015)

a) Located in the ecologically sensitive Chesapeake Bay watershed, Langley Research Center (LaRC) is committed to fulfilling its mission in a manner that promotes environmental stewardship, sustainability, and continual improvement, while mitigating environmentally driven mission risks. LaRC expects its contractors to support LaRC in fulfilling this commitment.

b) The Contractor shall ensure that all onsite activities performed and equipment used to fulfill the requirements of the contract are in compliance with all local, state, and federal environmental laws and regulations; environmental Executive Orders; NASA Policy Directives (NPDs) and Procedural Requirements (NPRs), and LaRC environmental directives (LAPDs) and procedures (LPRs). The NASA and LaRC regulatory authorities include, but are not limited to the most recent version of the following:

- NPD 8500.1, NASA Environmental Management
- NPR 8553.1, NASA Environmental Management System
- NPR 8570.1, NASA Energy Management Program
- NPR 8530.1, Affirmative Procurement Program and Plan for Environmentally Preferable Products
- LAPD 8500.1, LaRC Environmental and Energy Management
- LPR 8500.1, Environmental and Energy Program Manual

c) Contractor support of LaRC's Environmental Management System (EMS) pursuant to NPR 8553.1 and LPR 8500.1 includes conducting operations pursuant to these requirements, responding to information requests, and attendance at team meetings (up to 2 one-hour meetings a year)

d) The Government remains the owner and operator of record for all environmental activities conducted on LaRC owned properties. LaRC's Standard Practice and Environmental Engineering Branch (SPEEB) is the single point of contact with federal, state, or local regulatory agencies and their representatives unless otherwise directed by the Contracting Officer. All on-site Contractor activities and personnel are subject to environmental compliance reviews, investigations, inspections, or similar inquiries which may be conducted by federal, state, or local regulatory agencies or the LaRC SPEEB. The Contractor shall immediately notify the LaRC SPEEB when contacted by external regulatory agency representatives and shall cooperate fully with the LaRC SPEEB in responding to regulatory agency representatives. The Contractor shall complete, maintain, and make available to the Contracting Officer and LaRC SPEEB, all documentation relating to environmental compliance required by law or regulation. As directed by the Contracting Officer, the Contractor will make such documentation available to personnel of regulatory agencies. If a Notice of Violation, Notice of Noncompliance, Notice of Deficiency, or similar notice is received by the Contractor or one of its subcontractors in the performance of work under this contract, the Contractor shall immediately notify the Contracting Officer or the Contracting Officer's Representative. The Contractor shall fully cooperate with NASA LaRC in correcting any problems giving rise to any such notices and shall fully cooperate with NASA LaRC personnel in their efforts to resolve any violations so that regulatory assessments of civil fines or penalties are minimized or avoided.

(End of Clause)

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST (LaRC 52.227-96) (JUNE 2012)

a) For purposes of this clause, the term "Contractor" shall include the prime contracting entity's parent, subsidiaries, divisions, and all affiliated companies that are under common control with such entity. In addition, the prime Contractor shall flow down this clause to all subcontractors.

b) Pursuant to FAR 9.504, the Contracting Officer is responsible for identifying and evaluating potential Organizational Conflicts of Interest (OCI) early in the acquisition process and either avoiding, neutralizing, or mitigating such conflicts before contract award.

c) During the performance of this contract, the Contractor may encounter Organizational Conflicts of Interest addressed in FAR 9.5. More specifically, the Contracting Officer has determined and identified the following potential conflicts that the Contractor may encounter during performance of this contract.

All three potential OCIs, Unequal Access to Information, Impaired Objectivity, and Biased Ground Rules, have been identified throughout the SOW. Examples include:

Potential Unequal Access to Information Conflict:

"The Contractor shall provide the appropriate resources to prepare, design, develop, integrate, test and execute projects, and produce required deliverables necessary to provide the researcher with supporting documentation and data (and/or other deliverables, e.g., software and/or hardware) specified."

Potential Impaired Objectivity and/or Biased Ground Rules Conflict:

"The Contractor shall provide system engineering services to ensure the continuing operation and evolutionary improvement of the flight simulation and research aircraft facilities. Such services may include, but are not limited to:

Definition and development of facility upgrades and capabilities, including development of new ground-based and in-flight simulators which may include providing mechanical structural modifications to existing systems and facilities, performing systems structural analyses and conceiving designs for simulator systems/subsystems, and providing the implementation planning, integration and testing for new simulation systems."

d) Contractor's Response to Technical Direction: Within two working days of receipt of a technical direction causing a conflict to arise, the Contractor shall notify the Contracting Officer and provide a report of a potential conflict detailing:

1. The nature of the conflict

2. Plan for avoiding, neutralizing or mitigating the conflict

3. The benefits and risks associated with acceptance of the plan

e) Government Response to a Report of a Potential Conflict: The Contracting Officer will review the report and determine which of the following approaches is in the best interest of the Government and shall so advise the Contractor:

1. The Contractor shall perform consistent with the technical direction

2. The Contractor shall not perform in accordance with the technical direction

3. The Government will modify the technical direction to remove the identified conflict

f) Additional requirements: Any limitations on future contracting resulting from the Contractor's or its Subcontractor's performance of the contract requirements are identified in Section H.2, NFS 1852.209-71, Limitation of Future Contracting.

(End of Clause)

H.13 VIRGINIA AND LOCAL SALES TAXES (LARC 52.229-92) (MARCH 2012)

To perform this contract, the Contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The Contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are allowable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in themselves provide tax immunity to the Contractor. Therefore, within 30 days after the effective date of this contract, the Contractor shall request from the Virginia State Tax Commission a ruling on any tax exemptions that may be applicable to purchases made under this contract. The Contractor shall provide all facts relevant to the situation and shall pursue an interpretation of the law that is most favorable to both the Contractor and the Government.

(End of Clause)

H.14 GOVERNMENT FURNISHED INFORMATION TECHNOLOGY (IT) SERVICES (LaRC 52.245-97) (JUNE 2012)

NASA Langley Research Center will furnish all necessary computers and related information technology services that will be connected to the NASA network infrastructure for all on-site contractors. The Agency enterprise service provider will manage the information technology services. The Contractor shall not connect any hardware to the NASA network infrastructure without the permission of Langley Research Center Chief Information Officer (CIO).

For off-site contractors, NASA Langley Research Center will provide the access to appropriate NASA information and information systems via a client-based virtual private network (VPN) where necessary. The VPN system shall be operated and maintained by the Agency enterprise service provider with local oversight provided by the Langley Research Center CIO. Individual system and user access will be dependent upon compliance with NASA policies. Dedicated, site-to-site network connections from the contractor's off-site location to the NASA Langley Research Center network will not be allowed.

(End of Clause)

H.15 ISO 9001 QUALITY MANAGEMENT SYSTEM COMPLIANCE REQUIREMENTS (COMPLIANT AT AWARD) (LaRC 52.246-97) (MARCH 2012)

a) The Contractor's quality system shall be compliant with the requirements of the current International Standard ISO 9001, Quality Management Systems Requirements.

b) The Contractor's quality system shall remain in compliance with the ISO 9001 standard during the term of the contract. The Government reserves the right to audit the Contractor's quality system at any time.

c) "Compliant" as used in this clause means that the Contractor has defined, documented, and will continually implement during the term of the contract management-approved methods of operation that conform to the requirements given in the above-cited International Standard.

(End of Clause)

H.16 NASA SOFTWARE ENGINEERING REQUIREMENTS (LaRC 52.246-109) (AUG 2014)

The Contractor shall comply with the requirements of LPR 7150.2, *LaRC Software Engineering Requirements,* and center procedures (annotated as LMS-CP-XXXX) for the following software class(es):

Class C: Mission Support Software or Aeronautic Vehicles, or Major Engineering/Research Facility Software – LMS-CP-7150.4
Class D: Basic Science/Engineering Design and Research and Technology Software – LMS-CP-7150.5
Class E: Small Light Weight Design Concept and Research Technology Software – LMS-CP-7150.6

For Classes C and D: If the software is safety-critical, the Contractor shall also apply NASA-STD-8719.13, NASA Software Safety Standard. (in lieu of complying with LMS-CP-7150.3 which includes the requirements of NASA-STD-8719.13).

For Class C: The Contractor shall also apply NASA-STD-8739.8, NASA Software Assurance Standard.

(End of Clause)

H.17 ADDITIONAL DATA RIGHTS

(a) All data, except computer software, first produced or delivered under this contract shall be delivered with unlimited and unrestricted rights under FAR Clause 52.227-14, as modified by NASA FAR Supplement Clause 1852.227-14.

(b) All computer software first produced or delivered under this contract shall be delivered with unlimited rights under FAR Clause 52.227-17, as modified by NASA FAR Supplement Clause 1852.227-17. 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. As this Contract will involve production or further development of computer software that the Government intends to publicly release, the Contractor is hereby directed to assert copyright, or to authorize assertion thereof, in all computer software first produced or delivered under this contract, and the Contractor hereby assigns all right, title, and interest in any and all copyrights in such computer software to the Government, The Contractor also agrees to execute or have executed and promptly deliver to Patent Counsel the ASSIGNMENT OF COPYRIGHT incorporated herein to establish or confirm the rights of the Government for all computer software first produced or delivered under this contract. Such executed ASSIGNMENT OF COPYRIGHT shall be delivered no later than delivery of the associated computer software. This assignment includes, but is not limited to, any copyright, copyright registrations and copyright applications relating to the computer software and any renewals and extensions thereof, all works based upon, derived from, or incorporating the computer software, all income, royalties, damages, claims and payments now

or hereafter due or payable with respect thereto, all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and all rights corresponding to the foregoing throughout the world.

(End of Clause)

(End of Section)

PART II -- CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Federal Acquisition Regulation (FAR) Clauses: https://www.acquisition.gov/far/index.html

NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of Clause)

52.202-1	**DEFINITIONS (NOV 2013)**
52.203-3	**GRATUITIES (APR 1984)**
52.203-5	**COVENANT AGAINST CONTINGENT FEES (MAY 2014)**
52.203-6	**RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**
52.203-7	**ANTI-KICKBACK PROCEDURES (MAY 2014)**
52.203-8	**CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
52.203-10	**PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
52.203-12	**LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**
52.203-13	**CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**
52.203-14	**DISPLAY OF HOTLINE POSTER(S) (DEC 2007)** Paragraph (b)(3) fill-in: NASA LaRC Office of Inspector General, (757) 862-3262
52.203-17	**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**
52.204-2	**SECURITY REQUIREMENTS (AUG 1996)**
52.204-4	**PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**
52.204-9	**PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
52.204-10	**REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)**
52.204-13	**SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL**

	2013)
52.204-19	**INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
52.209-6	**PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)**
52.209-9	**UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**
52.209-10	**PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)**
52.210-1	**MARKET RESEARCH (APR 2011)**
52.215-2	**AUDIT AND RECORDS - NEGOTIATION (OCT 2010)**
52.215-8	**ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**
52.215-11	**PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (AUG 2011)**
52.215-13	**SUBCONTRACTOR CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (OCT 2010)**
52.215-15	**PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)**
52.215-17	**WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)**
52.215-18	**REVESION OF ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)**
52.215-19	**NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**
52.215-21	**REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)**
52.215-23	**LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)**
52.216-7	**ALLOWABLE COST AND PAYMENT (JUN 2013)** Paragraph (a)(3) fill-in: 30th
52.216-8	**FIXED FEE (JUN 2011)**
52.217-8	**OPTION TO EXTEND SERVICES (NOV 1999)** Fill-in: 7 days prior to the expiration of the contract.
52.219-4	**NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)**
52.219-8	**UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
52.219-9	**SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) ALT II (OCT 2001)**
52.219-16	**LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)**
52.219-28	**POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)**
52.222-1	**NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**
52.222-2	**PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)** Paragraph (a) fill-in: zero
52.222-3	**CONVICT LABOR (JUN 2003)**
52.222-21	**PROHIBITION OF SEGREGATED FACILITIES (APR 2015)**
52.222-26	**EQUAL OPPORTUNITY (APR 2015)**
52.222-35	**EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)**

52.222-36	**EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)**
52.222-37	**EMPLOYMENT REPORTS ON VETERANS (JUL 2014)**
52.222-40	**NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**
52.222-50	**COMBATING TRAFFICKING IN PERSONS (MAR 2015)**
52.222-54	**EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)**
52.223-5	**POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)**
52.223-6	**DRUG-FREE WORKPLACE (MAY 2001)**
52.223-10	**WASTE REDUCTION PROGRAM (MAY 2011)**
52.223-15	**ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)**
52.223-17	**AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)**
52.223-18	**ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**
52.225-13	**RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)**
52.227-1	**AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE I (APR 1984)**
52.227-2	**NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)**
52.227-14	**RIGHTS IN DATA - GENERAL (MAY 2014) - AS MODIFIED BY 1852.227-14 RIGHTS IN DATA-- GENERAL (APR 2015) ALTERNATE II (DEC 2007)**
52.227-16	**ADDITIONAL DATA REQUIREMENTS (JUN 1987)**
52.227-17	**RIGHTS IN DATA -- SPECIAL WORKS (DEC 2007) - AS MODIFIED BY 1852.227-17**
52.227-23	**RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**
52.228-7	**INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)**
52.230-2	**COST ACCOUNTING STANDARDS (MAY 2014)**
52.230-3	**DISCLOSURE AND CONSISTENCY IN COST ACCOUNTING PRACTICES (MAY 2014)**
52.230-6	**ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**
52.232-9	**LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
52.232-17	**INTEREST (MAY 2014)**
52.232-18	**AVAILABILITY OF FUNDS (APR 1984)**
52.232-20	**LIMITATION OF COST (APR 1984)**
52.232-22	**LIMITATION OF FUNDS (APR 1984)**
52.232-23	**ASSIGNMENT OF CLAIMS (MAY 2014)**
52.232-25	**PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)**
52.232-33	**PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
52.232-39	**UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**
52.232-40	**PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)**

52.233-1	**DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)**
52.233-3	**PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)**
52.233-4	**APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**
52.237-2	**PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)**
52.237-3	**CONTINUITY OF SERVICES (JAN 1991)**
52.239-1	**PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)**
52.242-1	**NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**
52.242-3	**PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)**
52.242-4	**CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)**
52.242-13	**BANKRUPTCY (JUL 1995)**
52.243-2	**CHANGES – COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)**
52.244-2	**SUBCONTRACTS (OCT 2010)** Paragraph (d) fill-in: any subcontract over $1M
52.244-5	**COMPETITION IN SUBCONTRACTING (DEC 1996)**
52.244-6	**SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)**
52.245-1	**GOVERNMENT PROPERTY (APR 2012)**
52.245-9	**USE AND CHARGES (APR 2012)**
52.246-25	**LIMITATION OF LIABILITY - SERVICES (FEB 1997)**
52.247-1	**COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**
52.248-1	**VALUE ENGINEERING (OCT 2010)**
52.249-6	**TERMINATION (COST-REIMBURSEMENT) (MAY 2004)**
52.249-14	**EXCUSABLE DELAYS (APR 1984)**
52.251-1	**GOVERNMENT SUPPLY SOURCES (APR 2012)**
52.253-1	**COMPUTER GENERATED FORMS (JAN 1991)**
1852.203-71	**REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)**
1852.204-75	**SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)** Fill-in: Secret; Exhibit E
1852.204-76	**SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)**
1852.215-84	**OMBUDSMAN (NOV 2011)**
1852.216-89	**ASSIGNMENT AND RELEASE FORMS (JUL 1997)**
1852.219-75	**INDIVIDUAL SUBCONTRACTING REPORTING (APR 2015)**
1852.219-77	**NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)**
1852.223-74	**DRUG-AND ALCOHOL-FREE WORKFORCE (MAR 1996)**
1852.227-14	**RIGHTS IN DATA - GENERAL (APR 2015)**
1852.228-75	**MINIMUM INSURANCE COVERAGE (OCT 1988)**
1852.237-70	**EMERGENCY EVACUATION PROCEDURES (DEC 1988)**
1852.243-71	**SHARED SAVINGS (MAR 1997)**

I.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor 30 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

(End of Clause)

I.3 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of Clause)

I.4 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012)

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

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

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

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

(End of Clause)

I.5 1852.237-2 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

(a) As used in this clause, “sensitive information” refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

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

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

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor’s organization.

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

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

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

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the

Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of Clause)

I.6 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

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

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

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

Mark the title page with the following legend:

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

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

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

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

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

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

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

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

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

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

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

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

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider’s contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or

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

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

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

(End of Clause)

(End of Section)

PART III -- LIST OF DOCUMENTS, EXHIBTS, AND OTHER ATTACHMENTS

SECTION J - LIST OF DCOUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

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

Exhibit A	Statement of Work
Exhibit B	Contract Documentation Requirements
Exhibit C	Equipment Listing
Exhibit D	* Small Business Subcontracting Plan
Exhibit E	* Department of Defense Form 254, Contract Security Classification
Exhibit F	* Organizational Conflict of Interest Plan
Exhibit G	** Safety and Health Plan
Exhibit H	** IT Security Management Plan
Exhibit I	LMS-CP-7150.4 Requirements Delegation Matrix (Software Management Plan)
Exhibit J	Assignment of Copyright Template

* Proposal Submission Requirements
** Requirements due within 30 days of Contract Award

The following documents are attached hereto and will not be incorporated into the resulting contract:

Attachment 1	Cost/Price Forms
Attachment 2	Standard Form 1408, Pre-award Survey of Prospective Contractor Accounting System
Attachment 3	Labor Category Qualifications and Government's Estimated Staffing
Attachment 4	Past Performance Questionnaire
Attachment 5	Personal Identity Verification (PIV) Instructions
Attachment 6	Safety and Health Plan Instructions
Attachment 7	Office of Procurement Bid/Proposal Depository Directions
Attachment 8	Blackout Notice

(End of Section)

PART IV -- REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFERORS

K.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION K

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions 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 provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of Provision)

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **$15 Million**.

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

(2) If the clause 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 clause 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 Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

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

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

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

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

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

[ ](vi) 52.227-6, Royalty Information.

[ ](A) Basic.

[ ](B) Alternate I.

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

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

FAR Clause Title Date Change

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

(End of Provision)

K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of Provision)

K.4 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

_____

_____

_____

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

(End of provision)

K.5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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

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

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

I. Disclosure Statement - Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

have been submitted as follows:

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

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

[ ] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

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

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[ ] yes [ ] no

(End of Provision)

K.6 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

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

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

(End of Provision)

K.7 1852-209.74 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (DEVIATION APR 2015)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), section 525 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), section 523 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and section 523 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by the Act may be used to enter into a contract in an amount greater than $5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows:

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

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(End of Provision)

K.8 1852.209-75 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION APR 2015)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), sections 540 and 541 of the Consolidated and Further Continuing Appropriations Act of 2013 (Pub. L. 113-6), sections 536 and 537 of the Consolidated Appropriations Act of 2014 (Pub. L. 113-76), and sections 744 and 745 of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

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

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

(b) The offeror represents that

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

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

K.9 1852.209-76 REPRESENTATION BY ENTITIES ON RESTRICTIONS OF WHISTLEBLOWING (DEVIATION APR 2015)

(a) In accordance with sections 743 of the Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. 113-235, none of the funds appropriated or otherwise made available by this Act or any other Act may be available for obligation on a contract with an entity that —

(1) Requires employees or contractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such

employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing nondisclosure of classified information.

(b) The offeror represents that —

It does [ ] does not [ ] require its contractors or its employees to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

K.10 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA--REPRESENTATION (FEB 2012)

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

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

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

(End of Provision)

(End of Section)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

Federal Acquisition Regulation (FAR) Clauses: https://www.acquisition.gov/far/

NASA FAR Supplement (NFS) Clauses:
http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of Provision)

52.204-7	**SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**
52.215-1	**INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)**
52.215-16	**FACILITIES CAPTIAL COST OF MONEY (JUN 2003)**
52.215-20	**REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN COST OR PRICING DATA (OCT 2010) - ALTERNATE IV (OCT 2010)** Fill in: See L.12 Volume II Business Proposal
52.215-22	**LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)**
52.222-24	**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**
52.222-46	**EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1999)**
52.237-1	**SITE VISIT (APR 1984)**
1852.223-73	**SAFETY AND HEALTH PLAN (JUL 2015)**
1852.227-71	**REQUEST FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)**
1852.228-80	**INSURANCE -- IMMUNITY FROM TORT LIABILITY (SEP 2000)**
1852.231-71	**DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)**
1852.233-70	**PROTESTS TO NASA (JUL 2015)**

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

The Government contemplates award of a Cost-Plus Fixed Fee contract resulting from this solicitation. This contract has line items for Cost Reimbursable (CR) items directly related to

contract performance (e.g. travel, supplies, equipment, training and Other Direct Costs (ODCs) which is Cost Reimbursable with no fee. Also, this contract has a Firm Fixed Priced contract line item number for phase-in.

(End of Provision)

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

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

NASA Langley Research Center
Attn: Richard Cannella, Contracting Officer
5 Langley Blvd., Mail Stop 12
Hampton, VA 23681-2199

(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 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (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 name of the regulation.

(End of Provision)

L.5 SIGNIFICANT SUBCONTRACTORS

For the purposes of this solicitation and for proposal preparation purposes, “significant subcontractor” is defined as subcontracts over $1,000,000 in value on an annual basis for work under CLINs 2 & 4.

(End of Provision)

L.6 ANTICIPATED AWARD DATE

(a) For the purpose of preparing proposals, the offerors shall assume an anticipated award date of **no later than 12/11/2015 with an effective date of 2/1/2016**.

(End of Provision)

L.7 OFFEROR ACCEPTANCE PERIOD

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

(End of Provision)

L.8 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Written questions or comments regarding this solicitation must be submitted in writing via email only, should cite the solicitation number, and be directed to the following Government representative:

Name: Curtis Hyman, Contract Specialist
Email: curtis.hyman@nasa.gov
RFP: NNL15544449R

Written questions or comments shall be submitted no later than August 24, 2015, 4:00pm EST to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date. Oral questions will not be answered.

(b) Questions or comments shall not be directed to the technical activity personnel. Reference Attachment 8, Communications Blackout Notice. Violation of the blackout notice may be grounds for proposal disqualification.

(End of Provision)

L.9 PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS

(a) PROPOSAL CLARITY

(1) The offeror shall ensure that proposals are specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to assure that their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

(2) The offeror shall ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

(b) PROPOSAL SUBMISSION INFORMATION

(1) The offeror shall submit proposals in three (3) volumes: Volume I, Technical Proposal, Volume II, Business Proposal, and Volume III, Past Performance Proposal. The offeror shall number all pages in each volume and shall mark all copies of the proposal sequentially (e.g.., 1 of 6, 2 of 6, etc.) for documentation control.

NOTE: All volumes shall be delivered no later than 2:00 p.m. local time on the proposal due date. This time is already incorporated into the SF 33. This is to ensure the Badge and Pass Office is still open when the proposals are delivered.

(2) The offeror shall submit digital copies of each volume of the proposal on or before the date and hour shown in Block 9 of the SF 33 (face page of the solicitation). The offeror shall submit the proposals to the address shown in Block 8 of the SF 33 or, if hand carried, to the depository listed in Block 9. The offeror shall not deliver proposals to the Contract Specialist/Contracting Officer and shall not leave proposals unattended. The offeror shall be aware that heightened and varying security requirements may preclude or delay access to the Center; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

(3) The offeror shall submit the digital proposal on a USB Flash Drive or CD. The offeror shall ensure that each USB Flash Drive or CD submitted includes an external label with the offeror's name, date of proposal, and the solicitation number. The digital proposal and storage device shall be scanned for viruses prior to submission. By submission of the proposal, the offeror is certifying that the submission is virus-free.

(4) The hard copies and the digital copies of the proposal shall be identical. In the event of an inconsistency between the digital proposal and the hard-copy proposal, the hard copy shall be considered the intended version.

(5) Volume I, Technical Proposal and Volume III, Past Performance Proposal, shall be compatible with Microsoft Word 2010 (or later). It is preferred that all data/information for each volume be provided in one file. However, if the information requires more than one file, all files shall be saved in one folder. No two files or folders shall have the same file name.

(6) Volume II, Business Proposal, Cost Forms (Attachment 1), shall be compatible with Microsoft Excel 2010 (or later). Digital spreadsheets in word processing and PDF formats ARE NOT acceptable. Volume II supporting narrative shall be compatible with Microsoft Word 2010 (or later). It is preferred that all cost forms/digital spreadsheets be provided under one file with as many workbooks as necessary. However, if the information requires more than one file, all files shall be saved under one folder and no two files shall have the same file name. All digital spreadsheets shall be self-calculating and shall not contain hidden cells, be locked/protected, secured by password or include external links. The offeror shall explain any hard-coded or absolute values.

(c) CONTRACT OFFER

(1) The offeror shall submit a contract offer with the original proposal. It is required that a **signed** contract offer be submitted with the proposal since it is anticipated that award will be made without discussion (see FAR 52.215-1).

(2) The contract offer shall consist of the following:

(i) One signed original of the Standard Form (SF) 33 with Blocks 12-18 completed. The offeror shall complete all required fill-ins (shaded areas) in Sections B to K of the solicitation. The additional Exhibits listed in Section J will be added to the contract by the Contracting Officer at the time of contract award.

(ii) Executed Section K including information not available in the System for Award Management (SAM) that is specific to this solicitation.

(iii) Properly acknowledge solicitation amendments (if any). A cover letter stating acceptance of the proposed contract terms and conditions that are incorporated into the contract offer and the Statement of Work (SOW); or a cover letter listing all specific exceptions to the terms, conditions or requirements. Include the reason for the exception, new terms, conditions and/or clauses, including proposed benefit to the Government. This list must include all exceptions, deviations and/or conditional assumptions taken. Offerors are cautioned that exceptions or new terms, conditions, clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(d) PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (APR 2015)

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

The Offeror shall prepare the proposal as set forth in the below			
Proposal Section	**Paper copies**	**Digital copies**	**Page Limit**
Volume I - Technical Proposal	Original + 3 copies	2	
• Factor 1 - Mission Suitability Subfactors 1 & 2			20 pages
• Total Compensation Plan *****Significant subcontractors may submit the compensation plans directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation and within the page limit.			3 pages for the prime and *****3 pages for each significant subcontractor
• Factor 1 - Mission Suitability Subfactor 3 (Small Business Utilization)			15 pages

Volume II - Business Proposal	Original + 2 copies	2	
• Standard Form (SF) 33 and completed Sections B-J of Model Contract, including completed Representations and Certifications (Section K) and all required Exhibits to be proposed by the offeror			No limit
• Documentation required by provision L.10 pertaining to Responsibility			No limit
• Factor 2 - Cost			No limit
Volume III - Past Performance Proposal	Original + 3 copies	2	
• Factor 3 – Past Performance (does not include past performance questionnaires)			15 pages to include both the Prime and significant subcontractor(s). The written consent of each proposed significant subcontractor to allow NASA to discuss the subcontractors' past performance with the offeror is excluded from this page limitation.

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using Arial 11 point type font (all volumes). Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described 8 1/2" x 11" size may also be used. Other limitations/instructions identified as follows:

(1) Line spacing or the amount of vertical space between lines of text shall not be less than a single line (Microsoft Word's default line spacing). Character spacing shall be "normal" and not "expanded" or "condensed".

(2) Referencing outside material (e.g., via a link to a website) is prohibited; this prohibition applies to all volumes of proposals submitted under this RFP. All information found at such referenced locations will not be considered in the evaluation of proposals and the selection of a successful offeror.

(3) Header and footer information (i.e., company name, date, solicitation number) can be included in the one-inch margins.

(c) Identify any exclusions to the page limits that are excluded from the page counts specified in paragraph (a) of this provision as follows: title/cover pages, tables of contents, cross-reference matrices, list of figures/acronyms, and tab dividers. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to

cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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

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

(End of Provision)

L.10 RESPONSIBILITY DETERMINATION (TO BE INCLUDED IN THE BUSINESS PROPOSAL - VOLUME II)

In NASA's evaluation of an offeror's responsibility, NASA intends to evaluate the areas set forth in FAR 9.104-1 and 9.104-2, which will include but not be limited to an evaluation of the items set forth below. Any communications regarding responsibility determinations will not be considered "exchanges or discussions" as set forth in FAR 15.306.

(1) Accounting and Operational Controls:

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. In order to receive a contract award, the offeror shall have an accounting system that is capable of: (i) Accurately collecting, segregating and recording costs by contract and by CLIN (as applicable); (ii) Excluding unallowable costs; and (iii) Meeting the requirements contained in FAR 52.216-7, Allowable Cost and Payment. Therefore, in order to receive a contract award, the offeror shall complete Attachment 1, Cost Form 4. The offeror shall provide evidence of an adequate accounting system for accumulating and reporting incurred costs, as determined by the cognizant Government Administrative Contracting Officer (ACO) or Government Audit Agency (GAA) (e.g. copy of the most recent GAA audit report or documentation from the ACO). The offeror shall provide the date its accounting system was determined adequate or approved by the GAA or ACO, if such a determination or approval has been made.

Regardless of the opinion expressed in the most recent accounting system audit (i.e. adequate, inadequate, or inadequate in part) the offeror shall provide a copy of the report if such an audit has been performed.

If the offeror's accounting system has never been audited / reviewed by the cognizant GAA, or if the accounting system is currently disapproved by the ACO or is currently considered inadequate / inadequate-in-part by the GAA, the offeror shall provide a detailed description of its accounting system. This description shall explain how the accounting system is capable of meeting all requirements set forth on the reverse side of Standard Form 1408, Preaward Survey of Prospective Contractor Accounting System (see Attachment 2).

If the most recent GAA audit or review expressed an inadequate or inadequate in-part determination of the accounting system, the offeror shall describe how it plans to rectify each issue identified by the GAA.

If the offeror is subject to Cost Accounting Standards, the offeror shall provide a statement on the status of its Cost Accounting Standards Disclosure Statement, whether the submitted proposal was developed in accordance with that Disclosure Statement, and the status of any unresolved Cost Accounting Standards issues.

(2) Exhibit E, Department of Defense (DD) Form 254, Contract Security Classification Specification:

All offerors must meet the following qualification on the date and time shown in Block 9 of the SF 33. Any offeror's proposal that does not demonstrate compliance with this requirement will be considered unacceptable pursuant to NFS 1815.305-70 and the proposal will not be evaluated.

- The Contractor shall possess or meet the eligibility requirements for a Facility Clearance at the Secret level in accordance with Exhibit E, DD Form 254, Contract Security Classification Specification.

If an Offeror plans to submit a proposal, the Government requests that it provide its CAGE code and/or documentation demonstrating its eligibility requirements as soon as possible so that the Government can confirm that it possesses or meets the eligibility requirements for the facility clearance. This will allow time for the Government to review, and/or request clarifications and additional information, if needed. The CAGE code is to be submitted to the individuals identified in Section L.8, Communications Regarding This Solicitation, at any time after the release date of this Draft RFP.

(3) Organizational Conflicts of Interest (OCI) Eligibility:

All offerors shall submit its OCI Plan with its proposal submission in order to be considered eligible for contract award. The OCI Plan will be reviewed for acceptability to ensure the offeror has the necessary organization controls. The Government is free to communicate issues or non-acceptable aspects of the OCI Plan with any offeror and may allow offerors to revise its submitted OCI Plan without invoking "exchanges or discussions" in accordance with FAR 15.306.

The offeror's OCI Plan shall comply with the requirements of Section H.12, Organizational Conflicts of Interest. The Offeror shall explain its approach to identifying, mitigating and/or avoiding OCIs that may arise under this contract. The offeror shall include, at a minimum:

(i) an assessment of the potential risk for various types of conflicts;

(ii) the offeror's process for identifying OCIs, including the offeror's coordination with each of its parent, subsidiaries, affiliates, office locations, divisions and/or other similar entities

(collectively, the “Business Units”) to determine whether OCIs currently exist;

(iii) the approach for maintaining communication with each Business Unit during the performance of this contract to identify potential OCIs arising during such performance period;

(iv) the approach to training and refresher training for its employees,

(v) once identified, the methods the offeror will utilize to mitigate the various types of OCIs;

(vi) the approach for ensuring the processes and procedures included herein will be applied to each of its subcontractors (including their respective Business Units) and, if applicable,

(End of Provision)

L.11 TECHNICAL PROPOSAL - VOLUME I - The offeror shall include the detailed information outlined below so that the proposal can be evaluated in accordance with the evaluation factors set forth in Section M.3, Evaluation Factors For Award. The offeror shall structure each volume to adhere to the Factor and Subfactor headings listed below.

FACTOR 1 - MISSION SUITABILITY

(a) Subfactor 1 - **Understanding the Requirement and Technical Approach (URTA)**

URTA (1) Approach to the Statement of Work (SOW) - The offeror’s proposal shall describe its processes and approach to include innovations, for the broad range of services defined in the SOW Sections 2.2.2, 2.2.7.2, 2.2.9, and 2.2.10.

URTA (2) Risks and Approach to Risk Mitigation - The offeror shall identify the five (5) most significant risks to successful performance of the contract. The offeror shall describe its approach to avoid, neutralize or mitigate such risks during contract performance.

(b) Subfactor 2 - Management (MGMT)

MGMT (1) Organizational Structure - The offeror shall provide an organizational structure chart and describe how it demonstrates efficiency and effectiveness in managing the work. The offeror shall describe the responsibilities and authority of the Contract Program Manager. The offeror shall describe its proposed interfaces with its subcontractors and identify the specific SOW sections the prime and each significant subcontractor is proposed to perform.

MGMT (2) Recruiting, retaining, and motivating employees

MGMT (2.1) The offeror shall describe its approach for staffing the contract including incumbent retention. Describe your approach for recruiting, retaining, and motivating highly qualified personnel as identified in Attachment 3.

MGMT (2.2) The offeror shall include a Total Compensation Plan in accordance with

NFS1852.231-71, Determination of Compensation Reasonableness, and FAR 52.222-46, Evaluation of Compensation for Professional Employees. The offeror shall include compensation plans for significant subcontractors.

(c) Subfactor 3 - Small Business (SB) Utilization

INSTRUCTIONS FOR PARAGRAPH (a) BELOW

All offerors, **except** small businesses, shall submit a Small Business Subcontracting Plan. Small businesses are not required to submit Small Business Subcontracting Plans; however, small businesses are required to 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.

INSTRUCTIONS FOR PARAGRAPGH (b) BELOW

All offerors shall respond to their Commitment to the Small Business Programs.

(a) Small Business Subcontracting

(1) Small Business Subcontracting Plan (the Plan) required by the FAR: (completed by all offerors except small business)

(i) This solicitation contains FAR 52.219-9, Small Business Subcontracting Plan with Alternate II. The Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, shall be submitted with your proposal.

(ii) The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of TOTAL CONTRACT VALUE (basic and all options combined), is as follows:

Small Businesses (SB)	25%
Small Disadvantaged Business Concerns (SDB)	10%
Women Owned Small Business Concerns (WOSB)	2%
HUBZone Small Business Concerns (HBZ)	2%
Veteran Owned Small Business Concerns (VOSB)	1.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	1%

(iii) The numbers above reflect the Contracting Officer's assessment of the appropriate subcontracting goals to be achieved at the completion of contract performance. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort as required by 52.219-9 Small Business Subcontracting Plan, the offeror should discuss their approach to include timeline for meeting these goals and the rationale for it.

(iv) Offerors are encouraged to propose goals that are equivalent to or greater than those recommended by the Contracting Officer. However, offerors must perform an independent assessment of the small business subcontracting opportunities.

(v) The Plan submitted with the proposal shall be incorporated in Section J as Exhibit D in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed $700,000 or $1,500,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.

(vi) Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph (a)(1)(ii) above in terms of percent of TOTAL CONTRACT VALUE (basic and all options combined). NASA will consider the amount of work being retained for performance by the prime contractor in-house 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 performance to increase participation in that category.

(vii) In addition to submitting a Small Business Subcontracting Plan in accordance with Section I, FAR clause 52.219-9, Alternate II, offerors shall submit SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE <u>and</u> a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

Example of Subcontracting Goals, expressed in both contract value and subcontract value, for a contract proposed at $100M with estimated subcontracts of $50M:

	Column A	***Column B***	***Column C***
Business Category	**Goal as Percent of Contract Value**	**Dollar Value to be subcontracted per Category**	**Goal as Percent of Subcontracting Value**
Small Business Concerns	25 percent	$25,000,000	50 percent
Large Business Concerns	n/a	$25,000,000	50 percent
Total Dollars to be Subcontracted	n/a	$50,000,000	100 percent

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.			
Subcategories of Small Business Concerns			
Women Owned Small Business Concerns	9 percent	$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	$1,500,000	3 percent
HUBZone Small Business Concerns	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** (that is, total contract value). In the example above, Column A for Veteran Owned Business Concerns = $2,500,000 divided by $100,000,000, or 2.5%.

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 Women-Owned Small Businesses = $9,000,000 divided by $50,000,000, or 18%.

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

(b) Commitment to the Small Business Program

(1) All Offerors shall briefly describe work that will be performed by small businesses. Proposals should 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 a technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, Offerors must connect the work to the subcontractor 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 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 should 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 Large Business Offerors, this information should 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.)

(End of Provision)

L.12 BUSINESS PROPOSAL - VOLUME II

FACTOR 2 - COST/PRICE

(a) GENERAL INSTRUCTIONS

(1) In order to determine cost realism, the offeror shall submit Data Other than Cost or Pricing Data pursuant to FAR 15.403-3.

(2) The offeror shall comply with the instructions in this section and those on the Cost Forms, Attachment 1. The offeror shall include sufficient detail to support and explain all costs proposed, giving figures and narrative explanation.

(3) The offeror shall provide the following contract administration information: (i) Cognizant Government Audit Agency (GAA) with mailing address, email address, and telephone number, and fax number and (ii) Cognizant Government Administrative Contracting Officer (ACO) by name with mailing address, email address, telephone number, and fax number.

(4) The offeror shall prepare the cost proposal in a manner consistent with its current accounting system.

(b) COST/PRICE FORMS

(1) The offeror shall complete the Cost/Price Forms (hereinafter referred to as “Forms”) in Attachment 1 to this solicitation. The cost evaluation will be focused on the completed Forms and the supporting narrative. The Forms include the following:

Form 1 – Summary of Total Proposed Price: This Form is completely self-calculating. Offerors shall not make changes to Form 1. If proposed, the Phase-In cost is part of the Total Proposed Price.

Form 2 – Detailed Breakdown of Proposed Price: Offerors are required to use Form 2 to provide a detailed breakdown of the proposed price. Each offeror shall tailor Form 2 according to its established accounting policies and procedures

and shall classify and include or exclude indirect costs / rates accordingly. Form 2 includes three tables as follows:

Table A – Offerors are required to input the total Firm Fixed Price (FFP), if proposed, for the Phase-In (CLIN 1). No further cost detail is required for CLIN 1.

Table B – Offerors shall provide a detailed breakdown for the CPFF Technical Effort (CLINs 2 & 4) for the Base and Option periods, respectively. The breakdown shall include the following by year and in total: (i) All proposed labor categories and their respective hours, direct / unburdened labor rates, and costs; (ii) Each proposed indirect burden and the respective rates, allocation bases, and costs; (iii) The proposed costs for subcontracts, consultants, and/or inter-organizational transfers [other than those included in the plug numbers listed in Table C]; and (iv) The proposed rate and amount for fixed fee.

Table C – Offerors shall propose the costs [$2M per year] listed in Table C of Form 2 for CLINs 3 & 5. Offerors shall not propose more or less than $2M per year for CLINs 3 & 5. These costs are for ODCs and all indirect costs applicable to ODCs. The ODCs include but are not limited to the following types of expenses: hardware purchases, software purchases, specialized subcontract efforts, consultants, travel, training, and [if applicable] off-site facility costs (see L.12(f)). Note the aforementioned specialized subcontract efforts are those that require a labor skill mix above and beyond the labor skill mix possessed by the contractor or its regular subcontractors performing under CLINs 2 & 4 (e.g. subject matter expert(s)). CLINs 3 & 5 are non-fee bearing.

Form 3 – Summary of Proposed Subcontracts and/or Inter-organizational Transfers (IOTs): If proposed, offerors shall use Form 3 to list the proposed subcontracts and/or IOTs. These subcontract efforts are for labor skill mixes that the offeror anticipates utilizing on a reoccurring basis for completion of typical sustaining technical efforts under CLINs 2 & 4. For each sub and/or IOT, offerors shall provide the name, subcontract type, price quoted by the sub / IOT, and price proposed by the prime offeror for the sub / IOT. If applicable, the offeror shall explain any differences between the sub / IOT's total proposed price and that proposed by the prime offeror.

Form 4 – Status of Business Systems: This Form shall provide the status of the offeror's system(s), such as its accounting, estimating, purchasing, billing, compensation, and budgeting systems.

(c) LABOR

(1) The cost proposal shall present a breakdown of labor hours to accomplish all areas of the Statement of Work (SOW) and which correspond directly to and support the offeror's

technical proposal. Since proposed hours may vary among offerors, each offeror shall provide the rationale for its proposed productive man-year and the basis for it. For evaluation purposes, NASA will consider "direct labor hours" to be those productive hours that the offeror proposes its personnel or its subcontractor's personnel to expend in performing the contract requirements. However, do not include overtime hours as NASA does not anticipate requiring overtime.

(2) Attachment 3 provides examples of education and experience qualifications associated with the Government's estimated staffing for this requirement. However, Attachment 3 is for informational purposes only, and offerors are highly encouraged to propose labor categories they deem necessary to accomplish their proposed technical approaches.

(3) Direct labor hours do not include labor categories classified as indirect by the offeror's established accounting policies and procedures. Direct labor hours do not include sick leave, vacation, holiday leave, military leave, or any type of administrative leave.

(4) Offerors shall explain any composite hourly rates crossing fiscal years or combining several labor categories. Do not combine or reflect offeror and subcontractor rates as composite(s). Each proposed labor rate shall include anticipated escalation unless escalation is prohibited by law, regulation, or a specific clause in this document.

(d) INDIRECT COSTS

(1) For each indirect pool, the offeror shall identify the rates and bases used to determine the proposed costs for this proposal. The offeror shall explain how this contract has been considered in determining the proposed indirect rates and show the impact of this contract on the offeror's forecasted indirect bases and pools. If indirect rates have not been reviewed within the last 12 months by the responsible GAA, the offeror shall provide a cost history for the last three years, including the actual expense pools and application base amounts for the larger indirect pools (e.g. overhead, fringe benefits, and G&A). The offeror shall detail all cost elements in the pools and bases. If contract years cross offeror's fiscal years, the offeror shall show how fiscal year rates were apportioned to establish contract year rates.

(2) Offerors shall include within their proposal a copy of their most recent GAA rate approval, or provisional billing rate approval letter, in support of all indirect rates utilized within their proposal. If not clearly shown on the GAA letter, offerors shall also provide the name and phone number of their cognizant GAA office.

(3) Each offeror shall explain the effect of both the off-site and on-site work on indirect rates.

(4) If a service center or indirect rate has been established and proposed for this contract, explain and detail its content.

(5) Each offeror shall propose Facilities Capital Cost of Money (FCCOM) if it chooses to include it. If the offeror does not propose FCCOM, FAR 52.215-17, Waiver of Facilities Capital Cost of Money, will be included in the contract.

(e) SUBCONTRACTS

For each significant subcontractor (including any IOT exceeding the significant sub threshold), each offeror shall submit, or cause to be submitted, a separate cost proposal complying with all cost/pricing instructions of this solicitation. Subcontractors and/or IOTs may submit proprietary cost data directly to NASA no later than the date and time specified in the instructions for receipt of offers for this solicitation. The price(s) presented in the offeror's proposal for the subcontracted effort(s) will be considered the intended price(s). If applicable, the offeror shall explain any differences between the subcontractor total proposed price and that proposed by the prime offeror. Each offeror shall provide sufficient information to support its determination of price/cost reasonableness of proposed subcontract costs (see FAR 15.404-3, Subcontract pricing considerations).

(f) OTHER DIRECT COSTS (ODCs)

(1) The offeror shall address applicable city/county business license taxes for both on-site and off-site work (consult with the City of Hampton). Each offeror shall base the calculation of business license taxes on the total cost numbers calculated in the Forms.

(2) If applicable, offerors shall provide support and rationale for off-site facility costs. Offerors shall specify if these costs are, according to the offeror's established accounting policies and practices, considered direct or indirect. If proposed, off-site facility costs and their applicable indirect burdens are included in the $2M per year listed in Table C of Form 2 for CLINs 3 & 5. Offerors shall not propose ODCs in addition to those specified in Table C of Form 2.

(3) The Government recommends that each offeror not submit a proposal dependent on the use of Government property other than that defined in this RFP. However, if the offeror does propose the use of Government property other than that defined in this RFP and if the Government decides to provide such property, to eliminate the competitive advantage that might accrue to a contractor from the use of Government property other than that defined in this RFP, the Government will evaluate the inclusion of any proposed Government property and make cost proposal adjustments under Factor 2, Cost/Price, where necessary, to compensate for the value of the Government provided property/equipment or by charging appropriate rent in accordance with the clause at FAR 52.245-9, Use and Charges.

(g) ESCALATION

Each offeror shall propose anticipated escalation factors and amounts unless escalation is prohibited by law, regulation, or a specific clause in this document. Each offeror shall provide the derivation and rationale for the proposed escalation rates, and shall discuss the rationale for not escalating any elements that would normally be escalated.

(h) Quality System(s) (CLINs 2 & 4): If there are any costs for ISO 9001 compliance, specify where they are included.

(i) Fixed Fee (CLINs 2 & 4): Show the amounts proposed for fee for each contract year. Provide rationale for the proposed amounts. Show how FCCOM was considered in the calculation of the proposed fee.

(j) Phase-In (CLIN 1): During Phase-In, NASA will provide office space, office furniture, and utilities (including Government telephones for official purposes only) in accordance with Section G.4 of this solicitation.

(End of Provision)

L.13 PAST PERFORMANCE PROPOSAL - VOLUME III

FACTOR 3 - PAST PERFORMANCE Content Guidelines - The offeror shall include in its proposal the overall corporate or offeror past performance, but not the past performance of individuals who are proposed to be involved in the required work. However, for newly formed businesses having little or no experience as the new business entity, the offeror may submit the past performance of a predecessor business entity or the past performance of the company's principal owner(s) or corporate officer(s). Newly formed business entities submitting such information shall also submit a thorough and clear explanation of why such information should be considered predictive of the offeror's performance under a contract resulting from this solicitation. Offerors which are subsidiaries or affiliates of other business entities may submit the past performance of such other business entities for consideration but such past performance will only be considered to the extent that the proposal clearly demonstrates that the resources of the other companies will affect the offeror's performance on the proposed contract.

(a) Proposal Content - The offeror shall include a list of no more than three (3) of the most relevant contracts that the prime as well as no more than three (3) of the most relevant contracts that each significant subcontractor (see L.5) have on-going or completed within the past three (3) years for requirements that are similar in size in dollars per year**,** content, and complexity to the requirements of this solicitation (including Federal, State, and local Government and private contracts). It is the responsibility of the offeror to clearly and completely demonstrate in its proposal the relevancy of each of the prior contracts offered as relevant in terms of size, content (by Statement of Work area specified in 9.below) and complexity to the current procurement. For each contract identified, include:

1) Contract Number

2) Contracting Agency

3) Points of contact in the program and contracting offices, including accurate telephone numbers and e-mail addresses.

4) Contractor's CAGE code and DUNS number

5) Contract type

6) Contract beginning and ending dates

7) Original cost/price and delivery terms, as well as actual cost/price and delivery

8) Base, fixed, incentive and award fee available, if applicable. Incentive and award fee actually earned (by contract year), if applicable

9) Thorough and complete description of contract work content and specific description of how prior experience is relevant to the technical performance elements of Attachment 4, Past Performance Questionnaire.

10) The extent to which contract objectives were met, including
    i. Technical
    ii. Schedule
    iii. Cost
    iv. Safety
    v. Security
    vi. Overall mission success (identify problems in delivered hardware and software that resulted in delays or failures)

The offeror shall include a list of the firms that will submit past performance questionnaires along with the written consent of each proposed significant subcontractor to allow NASA to discuss the subcontractors' past performance with the offeror.

(b) Past Performance Questionnaires - The offeror shall provide a Past Performance Questionnaire (Attachment 4 to this solicitation) to each of the customers for the most relevant contracts identified in the proposal list pursuant to paragraph a) above. The selected customers must complete and return this questionnaire no later than the timeframe specified in this solicitation to the email address or fax number provided on the questionnaire. NASA may verify the information submitted with the references provided.

(c) Independent Past Performance Information - NASA may consider in the source selection process data obtained from other sources, including but not limited to the Contractor Performance Assessment Reporting System (CPARS) and other references in addition to those provided by the offeror and its significant subcontractors. While NASA may elect to consider data obtained from other sources, offerors retain the burden of providing relevant references that NASA can readily contact and for presenting information establishing the relevance of their experience to NASA's requirements under this RFP. Although NASA will generally base the evaluation of "relevance" on the three relevant contracts provided by the offeror, the Government may use performance information that, in the view of the Government, is systemic across a number of contracts whether or not directly relevant. Examples of this would be systemic cost overruns or systemic or critical safety and security violations.

(End of Provision)

(End of Section)

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 PROVISIONS INCORPORATED BY REFERENCE -- SECTION M

Provision(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Provisions 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 provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of Provision)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.2 METHOD OF EVALUATION

(a) Proposals received in response to this solicitation will be evaluated by a Source Evaluation Board (SEB) in accordance with NFS 1815.3.

At NASA discretion, the procedures at NFS 1815.305-71, Evaluation of a Single Proposal, may be implemented if appropriate for the acquisition.

(b) The Source Selection Authority (SSA), after consultation with the SEB and other advisors, will select the offeror that can perform the contract in a manner most advantageous to the Government, all factors considered. The SSA will make an integrated assessment of each offer and comparatively evaluate competing offers, considering input from the SEB. The SSA will consider adjectival ratings and point scores assigned by the SEB; however, the SSA will base selection on substantive proposal differences that are reflected by the adjectival ratings and point scores as opposed to basing selection on mere differences in ratings or scores.

(c) Evaluation will be on the basis of material presented and substantiated in the offeror's proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications and resources. The offeror's attention is directed to Section L which provides important instructions concerning proposal preparation.

(d) Adjectival Ratings Scale/Definitions for Mission Suitability in accordance with (NFS 1815.305)

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No	91-100

	deficiency or significant weakness exists.	
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	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

(e) Findings Definitions for Mission Suitability

Definitions: The definitions for classification of findings are defined as follows:
The definitions for Deficiency, Weakness, and Significant Weakness are required to be used as defined in FAR Part 15.001 as follows:

Deficiency is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Weakness means a flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

The definitions for Strength and Significant Strength are not in the FAR, however, the following definitions will be used:

Strength An aspect of the proposal that increases the probability of successful contract performance.

Significant Strength An aspect of the proposal that appreciably increases the probability of successful contract performance.

(End of Provision)

M.3 EVALUATION FACTORS

FACTOR 1 - MISSION SUITABILITY

The SEB will rate and score Mission Suitability using the adjectival ratings scale/definitions in NFS 1815.307-70.

Note: Proposed resources that are unrealistic may adversely affect Mission Suitability scores and result in cost realism adjustments under the Cost/Price Factor.

(a) Subfactor 1 - **Understanding the Requirement and Technical Approach (URTA)**

URTA (1) Approach to the Statement of Work (SOW) - NASA will evaluate the offeror's processes and approach to include innovations, for the broad range of services in accordance with the SOW Sections 2.2.2, 2.2.7.2, 2.2.9, and 2.2.10.

URTA (2) Risks and Approach to Risk Mitigation - NASA will evaluate the offeror's five (5) most significant risks to successful performance of the contract. NASA will evaluate the offeror's approach to avoid, neutralize or mitigate such risks during contract performance.

(b) Subfactor 2 - Management (MGMT)

MGMT (1) Organizational Structure - NASA will evaluate the offeror's organizational structure chart to demonstrate efficiency and effectiveness in managing the work. NASA will evaluate the offeror's responsibilities and authority of the Contract Program Manager. NASA will evaluate the offeror's proposed interfaces with its subcontractors and identification of the specific SOW sections the prime and each significant subcontractor is proposed to perform.

MGMT (2) Recruiting, retaining, and motivating employees

MGMT (2.1) NASA will evaluate the offeror's approach for staffing the contract including incumbent retention. NASA will evaluate the offeror's approach for recruiting, retaining, and motivating highly qualified personnel as identified in Attachment 3.

MGMT (2.2) NASA will evaluate the offeror's proposed Total Compensation Plan in accordance with NFS1852.231-71, Determination of Compensation Reasonableness, and FAR 52.222-46, Evaluation of Compensation for Professional Employees. NASA will evaluate the proposed compensation plans for significant subcontractors.

(c) Subfactor 3 - Small Business (SB) Utilization

NASA will evaluate the offeror's Small Business Subcontracting and Commitment to the Small Business Program which applies to all offerors, except that Small Businesses are not required to submit a Small Business Subcontracting Plan. The offeror's commitment to the small business program will be evaluated for strengths and weaknesses as appropriate, and will not be adjectively rated or scored.

(a) Small Business Subcontracting

(1) The Small Business Subcontracting Plan will be evaluated in terms of the offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by small business category) in comparison to the Contracting Officers 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 on the basis of total contract value.

(2) Small businesses are not required to submit subcontracting plans. NASA will only evaluate the amount of work proposed to be performed by the small business prime and any small business at the first tier subcontract level. The proposed amount of work to be done by the prime small business and first tier small business subcontractors will be evaluated against the Contracting Officer's assessment of the overall subcontracting goal for this procurement. Individual subcontracting goals by small business categories will not be evaluated for small business primes and their first tier subcontractors.

(b) Commitment to 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 offeror has connected the proposed small business subcontractor to the SOW 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 large 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.)

FACTOR 2 - COST/PRICE

In accordance with FAR 15.404-1(b) and (c), the Government will conduct a price and cost

analyses by evaluating the cost/price proposed in response to this solicitation. The price analysis will include, but are not limited to, comparing the prices proposed in response to this solicitation and comparing the proposed prices to the independent Government cost estimate. The total overall evaluated price will be CLINs 1 through 5.

The cost analysis will include a cost realism analysis in accordance with FAR 15.404-1(d). This will include, but not be limited to, independently reviewing and evaluating specific elements of each offeror's proposed cost estimate to determine whether the estimated proposed cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the unique methods of performance and materials described in the offeror's technical proposal. The Government will derive a probable cost, which is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analyses performed. The probable cost may differ from the proposed cost and will reflect the Government's best estimate of each offeror's proposal. The probable cost shall be used for the purposes of evaluation to determine the best value.

FACTOR 3 - PAST PERFORMANCE

The SEB will rate Past Performance using the Level of Confidence ratings set forth in NFS 1815.305. The term "pertinence" as used in NFS 1815.305 is used interchangeably with the word "relevance" in this RFP. Each of the confidence ratings have a "performance" component and a "pertinence" component. The offeror must meet the requirements of **both** components to achieve a particular rating.

Under the Past Performance factor, the Government will evaluate each offeror's current/recent record (including the record of any significant subcontractors, but not the past performance of individuals who are proposed to be involved in the required work), of performing services or delivering products as demonstrated on the individual contracts offered for relevance and independent performance information on all previous contracts.

For the purpose of determining size relevance, the Government will compare the size of work performed for the referenced contracts to the total price proposed for CLIN 2 and CLIN 4. The confidence rating assigned to Past Performance will reflect consideration of information contained in the proposal, past performance evaluation input provided through customer questionnaires, and data NASA obtains from other sources. Offerors without a record of relevant past performance, or for whom information on past performance is not available, shall receive a neutral rating.

In assessing pertinence, the Government will consider the degree of similarity of work performed in size in dollars per year, content, and complexity of each relevant contract of the prime and each significant subcontractor considering the amount and type of work each firm is proposed to perform to the requirements in this solicitation, as well as the recency and duration of the past performance.

In assessing performance, the Government will make an assessment of the offeror's overall performance record. The Government will evaluate the offeror's past performance record for meeting technical, schedule, cost, management, occupational health, safety, security, overall mission success, subcontracting goals, and other contract requirements. Isolated or infrequent problems that were not severe or persistent, and for which the offeror took immediate and appropriate corrective action, may not reduce the offeror's confidence rating. On the other hand, confidence ratings will be reduced when problems were within the Contractor's control and were significant, persistent, or frequent, or when there is a pattern of problems or a negative trend of performance.

Past Performance Ratings - The confidence ratings set forth below will be used to evaluate the Past Performance factor for each offeror:

Very High Level of Confidence

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

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

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

(End of Provision)

M.4 RELATIVE IMPORTANCE OF EVALUATION FACTORS

(a) The weights to be used in the scoring of the Mission Suitability Subfactors are presented below.

Weights for Mission Suitability Subfactors

No.	Subfactor	Weight
1	**Subfactor 1 - Understanding the Requirement and Technical Approach**	500
2	**Subfactor 2 - Management**	400
3	**Subfactor 3 - Small Business Utilization**	100
	Total	1000

(b) The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas.

(c) Overall, in the selection of a Contractor for contract award, Mission Suitability, Cost, and Past Performance, will be of approximately equal importance. In accordance with FAR 15.304(e), all evaluation factors other than Cost, when combined, are significantly more important than Cost.

(End of Provision)

(End of Section)