AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE	OF	PAGES
	1		2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
000002	09/03/2015		

6. ISSUED BY CODE LARC

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

7. ADMINISTERED BY *(If other than Item 6)* CODE

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

CODE FACILITY CODE

(X) ☒ 9A. AMENDMENT OF SOLICITATION NO. NNL15544449R

9B. DATED *(SEE ITEM 11)* 08/19/2015

☐ 10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED *(SEE ITEM 13)*

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	
☐	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: *(Specify authority)* THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
☐	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES *(such as changes in paying office, appropriation date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
☐	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
☐	D. OTHER *(Specify type of modification and authority)*

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (*Organized by UCF section headings, including solicitation/contract subject matter where feasible.)*

SEE PAGE 2 OF PAGES 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		*(Signature of Contracting Officer)*	

The purpose of this amendment is to revise the solicitation based on industry input and other changes required by NASA as follows:

A. Replace RFP pages 17 through 27 with the attached pages 17 through 27. The clause title and text for Section H.3 has been changed. RFP Section H.3 is hereby revised. Changes are annotated by a vertical line in the left margin.

B. Replace RFP pages 53 through 67 with the attached pages 53 through 67. The requirement for submission of hard copies has been deleted from this solicitation. The submission of Exhibit D, Small Business Subcontracting Plan is not included in Volume II - Business Proposal. RFP Section L.9 is hereby revised. Changes are annotated by a vertical line in the left margin.

C. Replace Attachment 1 - Cost/Price Forms with attached Revised Attachment 1 - Cost/Price Forms; Form 2-Price Breakdown by CLIN the cells for CLINs 3 & 5 have been unlocked.

D. All other terms and conditions remain unchanged as a result of this amendment.

other companies.

(End of clause)

H.3 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)

(a)(1) The performance of this contract requires contractor employees of the prime contractor or any subcontractor, affiliate, partner, joint venture, or team member with which the contractor is associated, including consultants engaged by any of these entities, to have access to, physical entry into, and to the extent authorized, mobility within, a NASA facility.

(2) NASA may close and or deny contractor access to a NASA facility for a portion of a business day or longer due to any one of the following events:

(i) Federal public holidays for federal employees in accordance with 5 U.S.C. 6103.

(ii) Fires, floods, earthquakes, unusually severe weather to include snow storms, tornadoes and hurricanes.

(iii) Occupational safety or health hazards.

(iv) Non-appropriation of funds by Congress.

(v) Any other reason.

(3) In such events, the contractor employees may be denied access to a NASA facility, in part or in whole, to perform work required by the contract. Contractor personnel already present at a NASA facility during such events may be required to leave the facility.

(b) In all instances where contractor employees are denied access or required to vacate a NASA facility, in part or in whole, the contractor shall be responsible to ensure contractor personnel working under the contract comply. If the circumstances permit, the contracting officer will provide direction to the contractor, which could include continuing on-site performance during the NASA facility closure period. In the absence of such direction, the contractor shall exercise sound judgment to minimize unnecessary contract costs and performance impacts by, for example, performing required work off-site if possible or reassigning personnel to other activities if appropriate.

(c) The contractor shall be responsible for monitoring the local radio, television stations, NASA Web sites, other communications channels, for example contracting officer notification, that the NASA facility is accessible. Once accessible the contractor shall resume contract performance as required by the contract.

(d) For the period that NASA facilities were not accessible to contractor employees, the contracting officer may—

(1) Adjust the contract performance or delivery schedule for a period equivalent to the period the NASA facility was not accessible;

(2) Forego the work;

(3) Reschedule the work by mutual agreement of the parties; or

(4) Consider properly documented requests for equitable adjustment, claim, or any other remedy pursuant to the terms and conditions of the contract.

(e) Notification procedures of a NASA facility closure, including contractor denial of access, as follows:

(1) The contractor shall be responsible for monitoring the local radio, television stations, NASA Web sites, other communications channels, for example contracting officer notification, for announcement of a NASA facility closure to include denial of access to the NASA facility. The contractor shall be responsible for notification of its employees of the NASA facility closure to include denial of access to the NASA facility. The dismissal of NASA employees in accordance with statute and regulations providing for such dismissals shall not, in itself, equate to a NASA facility closure in which contractor employees are denied access. Moreover, the leave status of NASA employees shall not be conveyed or imputed to contractor personnel. Accordingly, unless a NASA facility is closed and the contractor is denied access to the facility, the contractor shall continue performance in accordance with the contract.
(2) NASA's Emergency Notification System (ENS). ENS is a NASA-wide Emergency Notification and Accountability System that provides NASA the ability to send messages, both Agency-related and/or Center-related, in the event of an emergency or emerging situation at a NASA facility. Notification is provided via multiple communication devices, *e.g.* Email, text, cellular, home/office numbers. The ENS provides the capability to respond to notifications and provide the safety status. Contractor employees may register for these notifications at the ENS Web site:
http://www.hq.nasa.gov/office/ops/nasaonly/ENSinformation.html.

(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)

(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) Volume I, Technical Proposal and Volume III, Past Performance Proposal, shall be submitted in Adobe Portable Document Format (PDF). 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.

(5) 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 submitted in Adobe Portable Document Format (PDF). 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 in Adobe PDF with the 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 copy 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	**Digital copies**	**Page Limit**
Volume I - Technical Proposal	4	
• 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	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 except Exhibit D		No limit

• Documentation required by provision L.10 pertaining to Responsibility		No limit
• Factor 2 - Cost		No limit
Volume III - Past Performance Proposal	4	
• 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 and 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)