DRAFT RFP - 80GSFC18R0034

Contents

SECTION B - SUPPLIES OR SERVICES AND PRICES ............................................. 14
B.1 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993) .................. 14
B.2 1852.232-81 CONTRACT FUNDING (JUN 1990) ..................................... 14
B.3 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (SEP 2017) ......................................................................................................................................................................................... 14
B.4 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008) .......................................................... 17
B.5 GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010) .......................................................... 18
B.6 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005) ............... 18
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK ... 20
C.1 GSFC 52.211-91 SCOPE OF WORK (FEB 2016) ....................................... 20
C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008) .................................................................................. 20
C.3 GSFC 52.235-90 REPORTS OF WORK (IDIQ/BPA) (AUG 2013) ........... 20
SECTION D - PACKAGING AND MARKING ...................................................... 22
D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) .......................................................................................................................... 22
D.2 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011) .................................................................................. 22
D.3 CLAUSES INCORPORATED BY REFERENCE - SECTION D ............ 23
SECTION E - INSPECTION AND ACCEPTANCE ............................................... 24
E.1 52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001) .................................................................................................................. 24
E.2 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984) .................................................................................................................. 24
E.3 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014) .................................................................................. 24
E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015) .................................................................................. 25
E.5  GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013) ................. 25
E.6  GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT
     NOT REQUIRED (APR 1989) .................................................................... 26
E.7  GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013) ........ 26
E.8  CLAUSES INCORPORATED BY REFERENCE -SECTION E .................. 26

SECTION F - DELIVERIES AND PERFORMANCE ....................................... 27
F.1  52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)
     ........................................................................................................ 27
F.2  GSFC 52.217-92 EFFECTIVE ORDERING PERIOD (JAN 2014) .......... 27
F.3  GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013) 27
F.4  GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING
     (FEB 2016) .......................................................................................... 27
F.5  CLAUSES INCORPORATED BY REFERENCE –SECTION F .......... 27

SECTION G - CONTRACT ADMINISTRATION DATA ................................. 29
G.1  52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS
     AND CERTIFICATIONS (DEC 2014) ....................................................... 29
G.2  1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (APR
     2015) ..................................................................................................... 29
G.3  1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS
     FIRM OR NON-PROFIT ORGANIZATION (APR 2015) ......................... 29
G.4  1852.227-72 DESIGNATION OF NEW TECHNOLOGY
     REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015) .... 29
G.5  1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE (APR
     2015) ..................................................................................................... 29
G.6  1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) 29
G.7  1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT
     REPORTING (NOV 2004) ..................................................................... 29
G.8  1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-
     FURNISHED PROPERTY (AUG 2015) .................................................. 29
G.9  1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011) .... 29
G.10 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL
     PROPERTY (AUG 2015) .......................................................................... 29
G.11 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS. (APR 2012) .. 29
G.12 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT
     (APR 2018) .......................................................................................... 30
G.13 1852.245-71 INSTALLATION - ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) ................................................................. 32
G.14 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017) ......................... 34
G.15 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011) ................................. 36
G.16 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEP 2017) ............................................................................. 36
G.17 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011) ........................................................................ 37
G.18 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014) ........................................................................... 37
G.19 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014) ......................................................................................... 38
G.20 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016) ................................................................................ 38
G.21 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY – ONSITE AND OFFSITE (APR 2016) .......................................................... 39
G.22 GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (MAR 2017) ....... 40
G.23 ADDITIONAL FOREIGN TRAVEL REQUIREMENTS ......................... 42
G.24 CLAUSES INCORPORATED BY REFERENCE -SECTION G .................. 43
SECTION H - SPECIAL CONTRACT REQUIREMENTS .......................... 44
H.1 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015) ................................................................. 44
H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) 44
H.3 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003) .............................................................................. 44
H.4 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012) ...................................................... 44
H.5 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015) ....... 44
H.6 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DEC 1988) ... 44
H.7 1852.225-70 EXPORT LICENSES (FEB 2000) ........................................ 45
H.8 GSFC 52.204-99 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013) 45
H.9  GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (FEB 2016) ........................................... 47

H.10 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (NOV 2016) ........................................................................ 48

H.11 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS (SEP 2017) .............................................................. 50

H.12 GSFC 52.223-92 GOVERNMENT PROPERTY – COMPLIANCE WITH SAFETY STANDARDS (FEB 2016) .................................................. 50

H.13 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008) ............................................................. 50

H.14 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012) ................................................. 51

H.15 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006) ........ 51

H.16 COMMERCIAL PROGRAM ........................................................................... 51

H.17 CLAUSES INCORPORATED BY REFERENCE -SECTION H .......... 51

SECTION I - CONTRACT CLAUSES ..................................................................... 53

I.1  52.202-1 DEFINITIONS (NOV 2013) ................................................................. 53

I.2  52.203-3 GRATUITIES (APR 1984) ................................................................. 53

I.3  52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) .... 53

I.4  52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) ................................................................. 53

I.5  52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) ......................... 53

I.6  52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) ........... 53

I.7  52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) ................................................................. 53

I.8  52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) ...................................................... 53

I.9  52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) ................................................................. 53

I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) .................... 53

I.11 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) ... 53

I.12 52.204-2 SECURITY REQUIREMENTS (AUG 1996) ................................. 53

I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) .............................................. 53
I.14  52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) .......................................................... 53

I.15  52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) ........................................... 53

I.16  52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) ............................................................................................................. 53

I.17  52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) ........................................... 54

I.18  52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) .................................................................................. 54

I.19  52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) .............. 54

I.20  52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBLY MATTERS (JUL 2013) ........................................ 54

I.21  52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) ....................................................... 54

I.22  52.210-1 MARKET RESEARCH (APR 2011) ......................................................... 54

I.23  52.211-5 MATERIAL REQUIREMENTS (AUG 2000) ........................................ 54

I.24  52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) .............. 54

I.25  52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) ..................................................................................................... 54

I.26  52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) ........................................ 54

I.27  52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) .................................................................... 54

I.28  52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) ........................................ 54

I.29  52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) .............................................................................................................. 54

I.30  52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) ..................................................... 54

I.31  52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) .... 54

I.32  52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) ........................................................................ 54

I.33  52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) 55
<table>
<thead>
<tr>
<th>Section</th>
<th>Topic</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.34</td>
<td>52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)</td>
<td>55</td>
</tr>
<tr>
<td>I.35</td>
<td>52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)</td>
<td>55</td>
</tr>
<tr>
<td>I.36</td>
<td>52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)</td>
<td>55</td>
</tr>
<tr>
<td>I.37</td>
<td>52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)</td>
<td>55</td>
</tr>
<tr>
<td>I.38</td>
<td>52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (FEB 2018) (DEVIATION)- ALTERNATE II (NOV 2016)</td>
<td>55</td>
</tr>
<tr>
<td>I.39</td>
<td>52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)</td>
<td>55</td>
</tr>
<tr>
<td>I.40</td>
<td>52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)</td>
<td>55</td>
</tr>
<tr>
<td>I.41</td>
<td>52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</td>
<td>55</td>
</tr>
<tr>
<td>I.42</td>
<td>52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)</td>
<td>55</td>
</tr>
<tr>
<td>I.43</td>
<td>52.222-3 CONVICT LABOR (JUN 2003)</td>
<td>55</td>
</tr>
<tr>
<td>I.44</td>
<td>52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS — OVERTIME COMPENSATION (MAY 2014)</td>
<td>55</td>
</tr>
<tr>
<td>I.45</td>
<td>52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)</td>
<td>55</td>
</tr>
<tr>
<td>I.46</td>
<td>52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)</td>
<td>55</td>
</tr>
<tr>
<td>I.47</td>
<td>52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES AND EQUIPMENT EXCEEDING $15,000 (MAY 2014)</td>
<td>56</td>
</tr>
<tr>
<td>I.48</td>
<td>52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)</td>
<td>56</td>
</tr>
<tr>
<td>I.49</td>
<td>52.222-26 EQUAL OPPORTUNITY (SEP 2016)</td>
<td>56</td>
</tr>
<tr>
<td>I.50</td>
<td>52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)</td>
<td>56</td>
</tr>
<tr>
<td>I.51</td>
<td>52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)</td>
<td>56</td>
</tr>
<tr>
<td>I.52</td>
<td>52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)</td>
<td>56</td>
</tr>
<tr>
<td>I.53</td>
<td>52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)</td>
<td>56</td>
</tr>
<tr>
<td>I.54</td>
<td>52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015).</td>
<td>56</td>
</tr>
<tr>
<td>I.55</td>
<td>52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)</td>
<td>56</td>
</tr>
<tr>
<td>I.56</td>
<td>52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)</td>
<td>56</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>-------------</td>
<td></td>
</tr>
<tr>
<td>I.57</td>
<td>52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)</td>
<td>56</td>
</tr>
<tr>
<td>I.58</td>
<td>52.223-5 Pollution Prevention and Right-to-Know Information (May 2011) – Alternate I (May 2011 – Alternate II (May 2011)</td>
<td>56</td>
</tr>
<tr>
<td>I.59</td>
<td>52.223-6 Drug-Free Workplace (May 2001)</td>
<td>56</td>
</tr>
<tr>
<td>I.60</td>
<td>52.223-10 Waste Reduction Program (May 2011)</td>
<td>56</td>
</tr>
<tr>
<td>I.62</td>
<td>52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)</td>
<td>56</td>
</tr>
<tr>
<td>I.63</td>
<td>52.223-19 Compliance with Environmental Management Systems (May 2011)</td>
<td>56</td>
</tr>
<tr>
<td>I.64</td>
<td>52.223-20 Aerosols (Jun 2016)</td>
<td>56</td>
</tr>
<tr>
<td>I.65</td>
<td>52.225-1 Buy American — Supplies (May 2014)</td>
<td>56</td>
</tr>
<tr>
<td>I.66</td>
<td>52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)</td>
<td>57</td>
</tr>
<tr>
<td>I.67</td>
<td>52.227-1 Authorization and Consent (Dec 2007)</td>
<td>57</td>
</tr>
<tr>
<td>I.68</td>
<td>52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)</td>
<td>57</td>
</tr>
<tr>
<td>I.69</td>
<td>52.227-11 Patent Rights—Ownership by the Contractor (May 2014) as Modified by 1852.227-11 (Apr 2015)</td>
<td>57</td>
</tr>
<tr>
<td>I.70</td>
<td>52.227-16 Additional Data Requirements (Jun 1987)</td>
<td>57</td>
</tr>
<tr>
<td>I.71</td>
<td>52.227-17 Rights in Data—Special Works (Dec 2007) as Modified by NFS 1852.227-17 (Jul 1997)</td>
<td>57</td>
</tr>
<tr>
<td>I.72</td>
<td>52.228-7 Insurance—Liability to Third Persons (Mar 1996)</td>
<td>57</td>
</tr>
<tr>
<td>I.73</td>
<td>52.230-2 Cost Accounting Standards (Oct 2015)</td>
<td>57</td>
</tr>
<tr>
<td>I.74</td>
<td>52.230-6 Administration of Cost Accounting Standards (Jun 2010)</td>
<td>57</td>
</tr>
<tr>
<td>I.75</td>
<td>52.232-9 Limitation on Withholding of Payments (Apr 1984)</td>
<td>57</td>
</tr>
<tr>
<td>I.76</td>
<td>52.232-17 Interest (May 2014)</td>
<td>57</td>
</tr>
<tr>
<td>I.77</td>
<td>52.232-18 Availability of Funds (Apr 1984)</td>
<td>57</td>
</tr>
<tr>
<td>I.78</td>
<td>52.232-22 Limitation of Funds (Apr 1984)</td>
<td>57</td>
</tr>
<tr>
<td>I.79</td>
<td>52.232-23 Assignment of Claims (May 2014)</td>
<td>57</td>
</tr>
<tr>
<td>I.80</td>
<td>52.232-25 Prompt Payment (Jan 2017) - Alternate I (Feb 2002)</td>
<td>57</td>
</tr>
<tr>
<td>I.81</td>
<td>52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013) ................................. 57</td>
<td></td>
</tr>
<tr>
<td>I.82</td>
<td>52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) ....................................................................... 57</td>
<td></td>
</tr>
<tr>
<td>I.83</td>
<td>52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) ............................... 57</td>
<td></td>
</tr>
<tr>
<td>I.84</td>
<td>52.233-1 DISPUTES (MAY 2014) ................................................................................................................................... 57</td>
<td></td>
</tr>
<tr>
<td>I.85</td>
<td>52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN 1985) .......................................................................... 57</td>
<td></td>
</tr>
<tr>
<td>I.86</td>
<td>52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) .................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.87</td>
<td>52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) ................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.88</td>
<td>52.237-3 CONTINUITY OF SERVICES (JAN 1991) ................................................................................................................ 58</td>
<td></td>
</tr>
<tr>
<td>I.89</td>
<td>52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) ..................................................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.90</td>
<td>52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014) ....................................................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.91</td>
<td>52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) ................................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.92</td>
<td>52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) ..................................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.93</td>
<td>52.242-13 BANKRUPTCY (JUL 1995) ................................................................................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.94</td>
<td>52.243-2 CHANGES—COST REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984) ......................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.95</td>
<td>52.244-2 SUBCONTRACTS (OCT 2010) .............................................................................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.96</td>
<td>52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) ............................................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.97</td>
<td>52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017) .............................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.98</td>
<td>52.245-1 GOVERNMENT PROPERTY (JAN 2017) .................................................................................................................. 58</td>
<td></td>
</tr>
<tr>
<td>I.99</td>
<td>52.245-9 USE AND CHARGES (APR 2012) .......................................................................................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.100</td>
<td>52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997) ......................................................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.101</td>
<td>52.247-1 COMMERICAL BILL OF LADING NOTATIONS (52.247-1) (FEB 2006) ............................................................... 58</td>
<td></td>
</tr>
<tr>
<td>I.102</td>
<td>52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) .......................................................... 59</td>
<td></td>
</tr>
<tr>
<td>I.103</td>
<td>52.248-1 VALUE ENGINEERING (OCT 2010) ....................................................................................................................... 59</td>
<td></td>
</tr>
<tr>
<td>I.104</td>
<td>52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) ..................................................................................... 59</td>
<td></td>
</tr>
<tr>
<td>I.105</td>
<td>52.249-14 EXCUSABLE DELAYS (APR 1984) ..................................................................................................................... 59</td>
<td></td>
</tr>
<tr>
<td>I.106</td>
<td>52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012) ................................................................................................. 59</td>
<td></td>
</tr>
</tbody>
</table>
I.107 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991) ................................................................. 59
I.108 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) ....................... 59
I.109 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001) ........................................................................................................ 59
I.110 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014) ................................................................. 59
I.111 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) .................. 59
I.112 1852.215-84 OMBUDSMAN (NOV 2011) – ALTERNATE I (JUN 2000) .... 59
I.113 1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016) ....... 59
I.114 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015) 59
I.115 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015) .... 59
I.116 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015) 59
I.117 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015) ........................................... 59
I.118 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988) ............ 59
I.119 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988) 59
I.120 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005) ....... 59
I.121 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005) .... 60
I.122 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001) ........................................................................................................ 60
I.123 RESERVED ........................................................................................... 60
I.124 RESERVED ........................................................................................... 60
I.125 52.204-1 APPROVAL OF CONTRACT (DEC 1989) ............................. 60
I.126 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) ............................................................... 60
I.127 52.216-18 ORDERING (OCT 1995) ...................................................... 62
I.128 52.216-19 ORDER LIMITATIONS (OCT 1995) .................................... 62
I.129 52.216-22 INDEFINITE QUANTITY (OCT 1995) ................................. 63
I.130 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) ...... 63
I.131 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) .................................................................................. 64
I.132 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) .................................................................................. 64
I.133 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) .......... 66
I.134 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) - ALTERNATE II (DEC 2007) AND ALTERNATE III AS MODIFIED BY NFS 1852.227-14 (APR 2015) ............................................................ 67
I.135 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987) ... 74
I.136 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) .................................................................................. 74
I.137 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) ..... 75
I.138 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)....... 75
I.139 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989) .................................................................................................. 75
I.140 1852.216-80 TASK ORDERING PROCEDURES (OCT 1996) ............ 75
I.141 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (FEB 2012) ............................................................. 77
I.142 CLAUSES INCORPORATED BY REFERENCE -SECTION I ............. 77

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS ........................................................................................................ 79

J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (FEB 2016) .................. 79

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS ........................................................................... 80

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018) .................................................................................................. 80
K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) ........................................................................ 84
K.3 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016) 85
K.4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015) ............................................................. 86
K.5 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005) ................................................................. 88
K.6 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (DEVIATION) (FEB 2012) .................................. 89

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS ......................................................................................................... 90

L.1 52.204-7 SYSTEMS FOR AWARD MANAGEMENT (OCT 2016) .......... 90
L.2 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016) ................................................................. 90
| L.3 | 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017) ............ 90 |
| L.4 | 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991) ............................................................................................................ 90 |
| L.5 | 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991) .. 90 |
| L.6 | 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017) ............................................................................................................ 90 |
| L.7 | 52.215-16 FACILITIES CAPITAL COST OF MONEY (JAN 2003) .......... 90 |
| L.8 | 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009) ......................... 90 |
| L.9 | 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999) ................................................................. 90 |
| L.10 | 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993) ............................................................................................................ 90 |
| L.11 | 52.237-1 SITE VISIT (APR 1984) .................................................. 90 |
| L.12 | 1852.223-73 SAFETY AND HEALTH PLAN (JUL 2015) ..................... 90 |
| L.13 | 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015) ............................................................................................................ 90 |
| L.14 | 1852.227-84 PATENT RIGHTS CLAUSES (APR 2015) ......................... 90 |
| L.15 | 1852.233-70 PROTEST TO NASA (DEC 2015) .................................... 90 |
| L.16 | 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988) 90 |
| L.17 | 52.216-1 TYPE OF CONTRACT (APR 1984) ........................................ 91 |
| L.18 | 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) ................................................................. 91 |
| L.19 | 52.233-2 SERVICE OF PROTEST (SEPT 2006) ............................. 92 |
| L.20 | 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) ............................................................................................................ 92 |
| L.21 | 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) .... 92 |
| L.22 | 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015) ............................................................................................................ 93 |
| L.23 | 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011) ............................................................................................................ 93 |
| L.24 | 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011) ............................................................................................................ 94 |
L.25 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST .......................................................... 95
L.26 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (SEP 2017) ........................................... 98
L.27 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2016) ........................................... 98
L.28 GSFC 52.215-203 OFFER VOLUME (MAR 2017) .................. 102
L.29 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (SEPT 2014) ................................................................. 105
L.30 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE) (NOV 2017) ......................... 107
L.31 GSFC 52.215-223 COST VOLUME INSTRUCTIONS (SEPT 2016) .... 115
L.32 GSFC 52.215-230 PAST PERFORMANCE VOLUME (JUN 2014) ........ 129
SECTION M - EVALUATION FACTORS FOR AWARD .................... 134
M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990) .................. 134
M.2 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014) ................................................................. 134
M.3 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JAN 2014) ................................. 134
M.4 GSFC 52.215-310 MISSION SUITABILITY FACTOR (NOV 2017) .... 135
M.5 GSFC 52.215-323 COST EVALUATION FACTOR (JUN 2014) .......... 139
M.6 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR (JUN 2014) .......................................................... 139
SECTION B - SUPPLIES OR SERVICES AND PRICES

B.1 1852.216-85 ESTIMATED COST AND AWARD FEE (SEP 1993)

The estimated cost of this contract is $(to be negotiated by task order). The maximum available award fee, excluding base fee, if any, is $(to be negotiated by task order). The base fee is $0. Total estimated cost, base fee, and maximum award fee are $(to be negotiated by task order).

(End of clause)

B.2 1852.232-81 CONTRACT FUNDING (JUN 1990)

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

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

(c) The cumulative amount of funding obligated for payment of cost and fee under this contract is $_.

*Funds are currently committed for this award. Initial funds for this award will be obligated via the issuance of the first modification to this contract. Contract performance shall not begin until such time as these funds are obligated.

(End of clause)

B.3 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (SEP 2017)

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 items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Reference</th>
<th>Schedule</th>
<th>Delivery Method/Addressee(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Services and Deliverables in accordance with Task Orders Issued and the SOW</td>
<td>As Defined in the Individual Task Orders Issued</td>
<td>As Specified in the Individual Task Orders Issued</td>
<td>As Specified in the Individual Task Orders Issued</td>
</tr>
<tr>
<td>2</td>
<td>Task Plans</td>
<td>Section B GSFC 52.216-91 Section I</td>
<td>As Required in Clause NFS 1852.216-80</td>
<td>Electronic Format/Contracting Officer (CO)</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Reference</td>
<td>Schedule</td>
<td>Delivery Method/Addressee(s)</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------</td>
<td>-------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>3</td>
<td>Reports of Work</td>
<td>Section C GSFC 52.235-90</td>
<td>As Required in Clause GSFC 52.235-90</td>
<td>Electronic Format/COR (Code 549); Task Monitor; &amp; CO (letter transmittal only)</td>
</tr>
<tr>
<td>4</td>
<td>Contract Historical Data</td>
<td>Section C GSFC 52.211-91</td>
<td>30 Days after Contracting Officer Request</td>
<td>Electronic Format/CO</td>
</tr>
<tr>
<td>5</td>
<td>NASA Financial Management Reports</td>
<td>Section G GSFC 52.242-90</td>
<td>Monthly and Quarterly in accordance with Attachment C</td>
<td>Electronic Format/ Contracting Officer (CO), Contracting Officer’s Representative (COR), Resource Analyst (RA) &amp; Regional Finance Office</td>
</tr>
<tr>
<td>6</td>
<td>Material Inspection and Receiving Reports (MIRR)</td>
<td>Section E NFS 1852.246-72</td>
<td>At Time of Delivery</td>
<td>Hard Copy/CO, COR, and Receiving &amp; Inspection</td>
</tr>
<tr>
<td>7</td>
<td>Foreign Travel Requests and Foreign Travel Reports</td>
<td>Section G NFS 1852.242-71</td>
<td>Foreign Travel Requests–30 days in Advance of Travel Foreign Travel Reports–Due within 10 business days of the completion of travel.</td>
<td>As specified in CO’s travel approval</td>
</tr>
<tr>
<td>8</td>
<td>Requests for Government Property</td>
<td>Section G NFS 1852.245-70</td>
<td>30 Days Prior to Acquire Date</td>
<td>Electronic Format/CO</td>
</tr>
<tr>
<td>11</td>
<td>Physical Inventory of Capital Personal Property Reporting</td>
<td>Section G NFS 1852.245-78</td>
<td>Within 10 Days of Annual Physical Inventory</td>
<td>Property Administrator</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Reference</td>
<td>Schedule</td>
<td>Delivery Method/Addressee(s)</td>
</tr>
<tr>
<td>------</td>
<td>-------------------------------------------------------</td>
<td>----------------------------</td>
<td>--------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>12</td>
<td>Government Real Property Maintenance Plan</td>
<td>Section G NFS 1852.245-83</td>
<td>30 Days after Contract Effective Date</td>
<td>Electronic Format/CO and COR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Reporting of Inventions</td>
<td>Section G NFS 1852.227-72</td>
<td>Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion</td>
<td>Electronic or Hard Copy Format/New Technology Representative or Patent Representative</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section G NFS 1852.227-70</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section I FAR 52.227-11</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Personnel Authorized to Use Motor Pool Vehicles</td>
<td>Section G GSFC 52.245-91</td>
<td>20 Days in Advance of Use</td>
<td>Electronic Format/CO</td>
</tr>
<tr>
<td>15</td>
<td>Small Business Subcontracting Plan Reporting</td>
<td>Section H GSFC 52.219-90</td>
<td>ISR–Semi-Annual (April 30th and October 30th) and Final SSR–Annual (October 30th)</td>
<td>Electronic Format/ Electronic Subcontract Reporting System (eSRS) <a href="http://www.esrs.gov">http://www.esrs.gov</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section I NFS 1852.219-75</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section H GSFC 52.219-90</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Safety &amp; Health Reporting</td>
<td>Section H NFS 1852.223-70</td>
<td>Monthly/Quarterly Reports and As Required</td>
<td>NASA Mishap Information System (NMIS)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section H NFS 1852.223-75</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section H GSFC 52.223-91</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>NASA Vehicle Reports (GSFC Form 26-5)</td>
<td>Section H GSFC 52.251-90</td>
<td>Monthly By the 15th of each Month</td>
<td>Electronic Format/CO and Code 274</td>
</tr>
<tr>
<td>18</td>
<td>Federal Automotive Statistical Tool</td>
<td>Section H NFS 1852.223-76</td>
<td>Annually by Oct 15th</td>
<td><a href="http://fastweb.inel.gov">http://fastweb.inel.gov</a></td>
</tr>
<tr>
<td>19</td>
<td>Personal Identity Verification (PIV) Documentation and Reporting</td>
<td>Section H GSFC 52.204-99 Attachment K</td>
<td>10th Day of the Month and As Required</td>
<td>Electronic Format and Hard Copy/COR &amp; Code 240</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Equal Opportunity Reports</td>
<td>Section I FAR 52.222-26</td>
<td>AsSpecified by FAR 52.222-26</td>
<td>Electronic Format/CO &amp; Code 120</td>
</tr>
<tr>
<td>21</td>
<td>Certificate of Insurance</td>
<td>Section I FAR 52.228-7</td>
<td>As Specified by FAR 52.228-7</td>
<td>Electronic Format/CO</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Section I NFS 1852.228-75</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Subcontract Notification</td>
<td>Section I FAR 52.244-2</td>
<td>30 Days Prior to Subcontract Award Date</td>
<td>Electronic or Hard Copy Format/CO</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
<td>Reference</td>
<td>Schedule</td>
<td>Delivery Method/Addressee(s)</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------------</td>
<td>-----------------------------</td>
<td>----------------------------------------------------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td>23</td>
<td>IT Security Management Plan</td>
<td>Section I NFS 1852.204-76</td>
<td>30 Days after Contract Effective Date &amp; Annual Updates As Required</td>
<td>Electronic Format/CO</td>
</tr>
<tr>
<td>24</td>
<td>Transportation Documents for Audit</td>
<td>Section I FAR 52.247-67</td>
<td>As Specified by FAR 52.247-67</td>
<td>Hard Copy Format/CO</td>
</tr>
<tr>
<td>25</td>
<td>Service Contract Reporting</td>
<td>Section I FAR 52.204-15</td>
<td>Annually by October 31 and Revisions, if needed, by November 30</td>
<td><a href="https://www.sam.gov">https://www.sam.gov</a></td>
</tr>
</tbody>
</table>

NOTE: Unless otherwise specified, “day” means “calendar day”.

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 1 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 2-25, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of Clause)

**B.4 GSFC 52.216-90 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT) (APR 2008)**

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $3M. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $274M. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.
(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 30% of the original maximum amount.

(End of clause)

B.5   GSFC 52.216-91 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT) (APR 2010)

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates, which may be less than but shall not exceed the rates found in Attachment B, to calculate the proposed estimated costs for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract.

(b) The Contractor’s proposed approach/pricing of the representative tasks set forth in its proposal for award of this contract shall be used as a reference by the Contracting Officer in negotiating tasks with the Contractor which are issued under this contract, but only to the extent portions of a representative task are relevant to portions of a task actually issued.

(c) The Government and Contractor agree that the maximum award fee percentage specified in Attachment B shall be used to calculate the maximum available award fee dollars on all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. The Government shall solely determine the earned award fee under the contract.

(End of clause)

B.6   GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)

(a) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, or any individual task order, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract or in the task order. Notification shall not be delayed pending preparation of a proposal.

(b) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.
(c)(1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

- Incurred costs to date
- Projected cost to completion
- Total cost at completion
- Current negotiated estimated cost
- Requested increase in estimated cost

(2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

   (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

   (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

[END OF SECTION B]
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GSFC 52.211-91 SCOPE OF WORK (FEB 2016)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise specified in this contract, necessary to perform the work and to furnish the items specified in the Supplies and/or Services To Be Provided clause of this contract in accordance with the Statement of Work, Attachment A; Safety and Health Plan, Attachment E; Contract Historical Data, Attachment N, and task orders issued hereunder.

(End of clause)

C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following:

NONE

(End of clause)

C.3 GSFC 52.235-90 REPORTS OF WORK (IDIQ/BPA) (AUG 2013)

(a) Monthly progress reports. The Contractor shall submit monthly progress reports of all work accomplished covering all Task Orders active during each month of contract performance. Reports shall address the accomplishments and progress of all work performed under each Task Order for the month being reported. Each Task Order shall be a separate report. The report shall be in narrative form and brief in content. The report shall include a description of overall Task Order progress to include technical accomplishments and status of deliverables. Also the report shall provide a quantitative description of overall progress and identify any risks or problems, which may impede performance and proposed corrective actions. Also the report shall have a discussion of the projected work activities to be performed during the next monthly reporting period.

(b) Final Task Order Report. The Contractor shall submit a Final Task Order Report for each completed Task Order that summarizes the results of the entire Task Order, including recommendations and conclusions based on the experience and results obtained. The Final Task Order Report should include, as appropriate, tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the Task Order. The final report shall also include the final incurred cost for the Task Order.

(c) Submission. The Contractor shall submit the reports required by this clause as follows:
(d) Submission dates. Monthly reports shall be submitted by the 15th day of the month following the month being reported. If the Task Order is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. The final report for each Task Order shall be submitted within 30 days after completion of the Task Order.

(End of clause)

[END OF SECTION C]
SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005)

D.2 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property; and, (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

(4) An explanation of the data used to make the unique identification number.

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

(1) Date originally placed in service.

(2) Item condition.

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

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

(End of clause)

D.3 CLAUSES INCORPORATED BY REFERENCE -SECTION D

Clause(s) D.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it was 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 text)

[End of Section D]
SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-3 INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001)

NOTE: Clause E.1 applies only to Task Orders issued for Supplies.

E.2 52.246-5 INSPECTION OF SERVICES – COST REIMBURSEMENT (APR 1984)

NOTE: Clause E.2 applies only to Task Orders issued for Services

E.3 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

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

- ANSI/ISO/ASQ-Q9001-2000 Quality Management System (QMS) Note: To be addressed at the task order level.

- The Aerospace Standard (AS) 9100. Note: To be addressed at the task order level.

- Additional quality requirements as specified in individual task orders.

- Attachment F– Quality Assurance Plan (QAP)

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require-

   (i) Control of such things as design, work operations, in-process control, testing, and inspection; or

   (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)
E.4 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)

(a) At the time of each delivery to the Government under this contract, the Contractor shall prepare and furnish a Material Inspection and Receiving Report (DD Form 250 series). The form(s) shall be prepared and distributed as follows:

1. Via mail and marked "Advance Copy", one copy each to the Contracting Officer, the Contracting Officer's Representative (if designated in the contract), and to the cognizant Administrative Contracting Officer, if any.

2. Via mail, the original and 1 copy (unfolded) to the shipment address (delivery point) specified in Section F of this contract. Mark the exterior of the envelope "CONTAINS DD FORM 250". This must arrive prior to the shipment.

3. With shipment in waterproof envelope (one copy) for the consignee.

4. If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) central receiving area, then one copy of the DD Form 250 must be provided (via mail) to the following address:

Receiving and Inspection (Code 279), Goddard Space Flight Center, Greenbelt, MD 20771.

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

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

(End of clause)

E.5 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the following location(s):

<table>
<thead>
<tr>
<th>Deliverable Item No.</th>
<th>Location</th>
<th>Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>TBD by task orders</td>
<td>COR</td>
</tr>
<tr>
<td>2 – 25</td>
<td>See Section B Clause B.3</td>
<td>CO or COR</td>
</tr>
</tbody>
</table>
The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

E.6 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989)

NASA FAR Supplement clause 1852.246-72 of this contract requires the furnishing of a Material Inspection and Receiving Report (MIRR) (DD Form 250 series) at the time of each delivery under this contract. However, a MIRR is not required for the following deliverable items:

(1) Services rendered
(2) Reports/documentation

(End of clause)

E.7 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for six (6) years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

E.8 CLAUSES INCORPORATED BY REFERENCE -SECTION E

Clause(s) E.1 - E.2 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 text)
SECTION F - DELIVERIES AND PERFORMANCE

F.1 52.242-15 STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)

F.2 GSFC 52.217-92 EFFECTIVE ORDERING PERIOD (JAN 2014)

The effective ordering period of this contract shall be for a period of 5 years from the contract effective date of TBD.

(End of clause)

F.3 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013)

The services to be performed under this contract shall be performed at the following location(s): Goddard Space Flight Center (GSFC) and offsite at contractor’s facility. Alternate places of performance may be specified in individual task orders issued.

(End of clause)

F.4 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (FEB 2016)

Shipments of the items required under this contract shall be to:

Receiving Officer
Goddard Space Flight Center
Building 35, Code 279
Greenbelt, MD 20771

Marked for:

Technical Officer (Name) TBD by Task Order, Code TBD by Task Order
Building: TBD by Task Order
Room: TBD by Task Order
Contract No.: TBD
Item(s) No.: TBD

Compliance with this clause is necessary to assure verification of delivery and acceptance and prompt payment.

(End of clause)

F.5 CLAUSES INCORPORATED BY REFERENCE –SECTION F

Clause F.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if it was 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 text)

[End of Section F]
SECTION G - CONTRACT ADMINISTRATION DATA

G.1 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

G.2 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (APR 2015)

G.3 1852.227-70 NEW TECHNOLOGY – OTHER THAN A SMALL BUSINESS FIRM OR NON-PROFIT ORGANIZATION (APR 2015)

G.4 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)

G.5 1852.227-86 COMMERICAL COMPUTER SOFTWARE LICENSE (APR 2015)

G.6 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

G.7 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)

G.8 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED PROPERTY (AUG 2015)

G.9 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

G.10 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)

G.11 1852.216-76 AWARD FEE FOR SERVICE CONTRACTS. (APR 2012)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, “Estimated Cost and Award Fee” in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the ETIS III performance evaluation plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.
(c) The Government will advise the Contractor in writing of the evaluation results. The NASA/Shared Service Center Financial Management Division (FMD) Accounts Payable will make payment based on the receipt of a fee voucher submitted by the contractor in accordance with 1852.232-80.

(d) The Contracting Officer may direct the withholding of earned award fee payments until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest relative to an orderly and timely closeout of the contract. This reserve shall not exceed 15 percent of the contract's total potential award fee or $100,000, whichever is less.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth at the performance evaluation plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

(End of clause)

G.12 1852.232-80 SUBMISSION OF VOUCHERS/INVOICES FOR PAYMENT
(APR 2018)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.
(b) Except for classified vouchers, the Contractor shall submit all vouchers and invoices using the steps described at NSSC’s Vendor Payment information web site at: https://www.nssc.nasa.gov/vendorpayment. Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

c) Payment requests.
(1) The payment periods designated are stipulated in the payment clause(s) contained in this contract.
(2) Vouchers submitted under cost-type contracts and invoices submitted under fixed-price contracts shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) Vouchers.

(A) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.
(B) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.
(C) Indirect rate(s) used to calculate the amount of billed indirect expenses.
(D) Progress reports, as required.

(ii) Invoices.

(A) Description of goods and services delivered as part of the contract’s terms and conditions, including the dates of delivery/performance.
(B) Progress reports, as required.
(C) Date goods and services were performed.

(iii) Fee vouchers.

(A) Listing of all provisionally-billed fee by period or date earned since contract award.
(B) A reconciliation of all billed and earned fee.
(C) A clear explanation of the fee calculations.

(d) Non-electronic payment requests. The Contractor may submit a non-electronic voucher/invoice using the steps for non-electronic payment requests described at https://www.nssc.nasa.gov/vendorpayment, when any of the following conditions are met:
(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor.
(2) The contract includes provisions allowing the contractor to submit vouchers or invoices using the steps for non-electronic payment requests. In such instances the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.
(e) Improper vouchers/invoices. The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher/invoice within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

(f) Other payment clauses. In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

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

(End of clause)

G.13 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:

(1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
(2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
(3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
(4) Notify the cognizant property custodian, COR, and the Installation Security Officer immediately if theft of Government property is suspected or property cannot be located;
(5) Identify Government property equipment that is no longer considered necessary for performance of the contract;
(6) Ensure that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. This is the only acceptable procedure for disposal of Government property;
(7) Do not relocate Government property within Government premises or remove Government property from Government premises without written approval;
(8) Ensure that Government property, including property leased to the Government, is used only for the purposes of performing this contract;
(9) Ensure that Government property is protected and conserved.
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:
_X_ (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

_ X_ (2) Office furniture.

_ X_ (3) Property listed in Attachment I.

   (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.

_ X_ (4) Supplies from stores stock.

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

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

_ X_ (7) Installation service facilities: IT Services through the Agency Consolidated End-user Services (ACES) contract

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

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

_ X_ (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.14 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.
(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 31st. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 31st.

(2) Some activity may be estimated for the month in which the report is submitted, if necessary, to ensure the NF 1018 is received when due. However, contractors’ procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(3) In addition to an annual report, if at any time during performance of the contract, NASA-owned property in the custody of the Contractor has a value of $10 million or more, the Contractor shall also submit a report no later than the 21st of each month in accordance with the requirements of paragraph (c)(2) of this clause.

(4) The Contracting Officer may, in NASA’s interest, withhold payment until a reserve not exceeding $25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71, any monthly report in accordance with (c)(3) of this clause, and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that
NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of clause)

G.15 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment L 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 the Contractor’s facilities and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

G.16 1852.245-82 OCCUPANCY MANAGEMENT REQUIREMENTS (SEP 2017)

(a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, as included in this contract, the Contractor shall comply with the following in performance of work in and around Government real property:

(1) NPD 8800.14, Policy for Real Estate Management.

(2) NPD 8831.2, Facilities Maintenance and Operations Management.

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.17 1852.245-83 REAL PROPERTY MANAGEMENT REQUIREMENTS (JAN 2011)

(a) In addition to the requirements of the FAR Government Property Clause incorporated in this contract (FAR 52.245–1), the Contractor shall comply with the following in performance of any maintenance, construction, modification, demolition, or management activities of any Government real property:

1. NPD 8800.14, Policy for Real Property Management.
2. NPR 8831.2, Facility Maintenance Management.

(b) Within 30 calendar days following award, the Contractor shall provide a plan for maintenance of Government real property provided for use under this contract. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Contracting Officer the need for replacement and/or capital rehabilitation. Upon acceptance by the Contracting Officer, the program shall become a requirement under this contract.

(c) Title to parts replaced by the Contractor in carrying out its normal maintenance obligations shall pass to and vest in the Government upon completion of their installation in the facilities. The Contractor shall keep the property free and clear of all liens and encumbrances.

(d) The Contractor shall keep records of all work done to real property, including plans, drawings, charts, warranties, and manuals. Records shall be complete and current. Record of all transactions shall be auditable. The Government shall have access to these records at all reasonable times, for the purposes of reviewing, inspecting, and evaluating the Contractor’s real property management effectiveness. When real property is disposed of under this contract, the Contractor shall deliver the related records to the Government.

(e) The Contracting Officer may direct the Contractor in writing to reduce the work required by the maintenance program authorized in paragraph (b) of this clause at any time.

(End of clause)

G.18 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014)

The following personnel are authorized to issue orders under this contract. All
designated personnel are employed by the Goddard Space Flight Center unless otherwise indicated:

Contracting Officer, Code 210.M

(End of clause)

G.19  GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR) 9501.2E, “NASA Contractor Financial Management Reporting”, establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. The reporting structure shall be in accordance with Attachment C of Section J of this contract.

(2) As stated in NPR 9501.2E, NASA strongly encourages electronic contractor cost reporting. The preferred formats are Excel and Adobe. Contact the Contracting Officer for any E-Mail addresses that are not provided or which become noncurrent.

Distribution shall be as follows:

Contracting Officer, Code 210.M
E-Mail: TBD

Contracting Officer’s Representative, Code 549
E-Mail: TBD

Resources Analyst, Code 501
E-Mail: TBD

Regional Finance Office Cost Team, Code 155.2
E-Mail: GSFC-rfocateam@lists.nasa.gov

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, “NASA Contractor Financial Management Reporting”:
http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E

(End of clause)

G.20  GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016)
(a) Authorized users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of GSFC motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver’s license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Greenbelt Motor Pool Dispatch Office 279, as appropriate. They will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:
   (1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
   (3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

G.21 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY – ONSITE AND OFFSITE (APR 2016)

(a) Performance of this contract requires that Contractor personnel and any furnished and/or acquired Government property be located at both Government controlled and managed premises (onsite) and at Contractor controlled and managed premises (offsite). The requirements for control and accountability of Government property differ depending upon the location of the property. The applicability of the clauses in this contract to onsite and to off-site locations is indicated below.

(b) Clauses, if included in the contract, are applicable to both onsite and offsite locations.

FAR clause 52.245-1, “Government Property”

FAR clause 52.245-9, “Use and Charges”

NASA FAR Supplement clause 1852.245-70, “Contractor Requests for Government-Provided Property”

NASA FAR Supplement clause 1852.245-72, “Liability for Government Property Furnished for Repair or Other Services”

NASA FAR Supplement clause 1852.245-73, “Financial Reporting of NASA Property in the Custody of Contractors"
NASA FAR Supplement clause 1852.245-74, “Identification and Marking of Government Equipment”

NASA FAR Supplement clause 1852.245-75, “Property Management Changes”

NASA FAR Supplement clause 1852.245-78, “Physical Inventory of Capital Personal Property”

NASA FAR Supplement clause 1852.245-79, “Records and Disposition Reports for Government Property with Potential Historic or Significant Real Value”

NASA FAR Supplement clause 1852.245-83, “Real Property Management Requirements”

GSFC clause 52.245-99, “Supplemental Financial Reporting of NASA Property in the Custody of Contractors”

(c) Clauses, if included in the contract, are applicable to offsite locations only.

NASA FAR Supplement clause 1852.245-76, “List of Government Property Furnished Pursuant to FAR 52.245-1”

(d) Clauses, if included in the contract, are applicable to onsite locations only.

FAR clause 52.245-2, “Government Property Installation Operation Services”

GSFC clause 52.245-93, “Reports of Contractor Acquired Government Property”

(End of clause)

G.22 GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (MAR 2017)

(a) In addition to the annual 1018 reporting required under clause NFS 1852.245-73 of this contract, the Contractor shall submit monthly property financial reports as described below if, at either award or any time during contract performance, the cumulative amount of NASA property is $10 million or more.
(1) Monthly property financial reports shall be submitted including item-level supporting data for all items acquired/fabricated/modified where the total acquisition cost of the item is $500,000 or more, in the contractor’s or its subcontractors’ possession. This data shall be submitted for all items in the property classifications of real property, equipment, special test equipment, special tooling, and agency peculiar property.

(2) Monthly data shall also be submitted for items of any acquisition cost in the classifications of materials and contract work-in-process (WIP). Specifically, itemized monthly data is required for materials and WIP line items when the estimated total acquisition cost of any item at completion will be $500,000 or more.

(b) The monthly reports shall be electronically submitted using the Contractor-Held Asset Tracking System (CHATS) at https://chats.nasa.gov using the format described in the CHATS user’s manual.

(c) Acquisition costs shall be developed using actual costs to the greatest extent possible, especially costs directly related to fabrication such as labor and materials. Supporting documentation shall be maintained and available for all amounts reported, including any amounts developed using estimating techniques.

(d) All adjustments shall be thoroughly explained and directly related to a specific Government Fiscal Year (GFY). If the GFY cannot be determined, the default shall be the previous GFY.

(e) Work Breakdown Structures (WBS) shall be provided for all Contractor acquired property (CAP), WIP, and any new materials acquired. The format shall be a five digit numerical level. (i.e., 803-10). If the WBS is not identifiable, contact the NASA GSFC Property Office for further guidance, as provided in paragraph (f)(4) below.

(f)(1) The data required for the monthly submission is due the 21st day after the close of the month.

    e.g., August 21 for the month ending July 31
    September 21 for the month ending August 31
    October 21 for the month ending September 30

(2) The monthly property financial reports required by this clause are separate from, and in addition to the annual NF 1018 reports.

(3) Both the NF 1018 report data and the September monthly report data are as of September 30. Corrections in monthly report data shall be handled as adjustments in the next monthly report after discovery of the error. (e.g., Errors in the September monthly report shall be reported as adjustments in the October monthly report. The NF 1018 shall reflect the corrected numbers and the contractor shall provide a note regarding the corrected monthly report error under Comments in the NF 1018.) Errors in the NF1018 found after the November 30 submission shall be reported as adjustments in the NF 1018 for the next reporting year, unless immediate correction and resubmission are directed by NASA.

(4) Questions may be directed to the following individuals of the NASA GSFC Property
G.23 ADDITIONAL FOREIGN TRAVEL REQUIREMENTS

(a) Contractor employees shall comply with the following while on any foreign travel:

(1) NASA Policy Directive (NPD) 2540.1, Personal Use of Government Office Equipment Including Information Technology, with regard to use of Government-provided IT equipment or access to NASA IT systems. Contractor employees shall use only equipment officially approved for use outside of the U.S. for international business meetings, conferences, symposia, etc. Only approved and sanitized Information Technology (IT) devices containing NASA information/data including laptops, flash drives, thumb drives, memory sticks, smart phones or PDA's will be authorized to be taken on travel. The employee must ensure that the hardware remains in their possession at all times while on travel. Any loss, damage, or tampering shall be reported immediately/at the earliest opportunity to the NASA Security Operations Center (SOC) at 877-NASA-SEC (877-627-2732) or soc@nasa.gov. Under no circumstances should Agency laptops (e.g., Agency Consolidated End-User Services (ACES), or non-ACES/Government-furnished equipment (GFE)) or personal computers be used for official business on international trips unless written authorization is first obtained from the Center CIO.

(2) All U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in accordance NFS clause 1852.225-70, Export Licenses.

(b)(1) If the contractor travel is to a “Designated Country” included on the listing of current designated countries at http://oiir.hq.nasa.gov/nasaecp/index.html, and/or Russia, in accordance with NASA Procedural Requirements (NPR) 1660.1 entitled, “NASA Counter Intelligence and Counter Terrorism,” contractor employees are required to receive foreign travel briefings prior to official travel and a debriefing once travel is completed. These briefings include information on the threat from foreign intelligence services, the need to protect NASA classified and sensitive information, elicitation techniques and methods, the impact to NASA when classified and/or sensitive information is lost or stolen and any current State Department advisories or warnings regarding the country(ies) to be visited.

(2) Contractor employees traveling to any designated countries, and/or Russia, on official NASA business shall contact the cognizant NASA Center Counter Intelligence/Counter Terrorism (CI/CT) office at least two weeks prior to traveling to schedule a personalized
foreign travel briefing. Contractor employees shall also schedule a debriefing within one week of returning from travel. The cognizant NASA CI/CT Office can be reached at (301) 286-1533. Briefings and debriefings may be done in person or by phone as necessary and no paperwork is required. In addition, if a contractor employee is traveling to a non-designated country on official NASA business, the contractor employee may contact the cognizant NASA CI/CT Office in order to arrange a telephonic or email briefing. For non-official foreign travel, contractor employees are also highly encouraged to contact the cognizant NASA CI/CT Office to arrange a telephonic or email briefing.

(End of text)

G.24  CLAUSES INCORPORATED BY REFERENCE -SECTION G

Clause(s) G.1 - G.10 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 text)

[End of Section G]
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)

H.2 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.3 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)

H.4 1852.228-78 CROSS-WAIVER OF LIABILITY FOR SCIENCE OR SPACE EXPLORATION ACTIVITIES UNRELATED TO THE INTERNATIONAL SPACE STATION (OCT 2012)

H.5 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015)

H.6 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 conflicts of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5—Organizational Conflicts of Interest.

(b) The nature of these conflicts are:

(1) The Contractor may provide support in terms of preparing specifications or work statements, which would give rise to a biased ground rules organizational conflicts of interest (OCI).

(2) The Contractor may have access to another company’s proprietary, business confidential or financial data and/or nonpublic Government sensitive information, which would give rise to an unequal access OCI.

(3) The Contractor may be required to perform technical reviews or provide engineering consultation services on its own proposals/quotations, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s), which could create an impaired objectivity OCI.

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

(1) If the Contractor, through the performance of the task orders issued under 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 IDIQ 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.

(3) If the Contractor, through the performance of task orders issued under this contract, is required to participate in technical reviews or provide engineering consultation services on its own proposals/quotations, products, or services (or those of its affiliate(s) or competitor(s)) provided under a different contract(s), the Contractor shall be ineligible to perform such work as a prime or first-tier subcontractor.

(End of clause)

H.7 1852.225-70 EXPORT LICENSES (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any NASA facility where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

H.8 GSFC 52.204-99 CONTRACTOR PERSONNEL—IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013)
(a) In accordance with FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall follow Steps 1 through 7 described in Attachment K Personal Identity Verification (PIV) Card Issuance Procedures, for each contract employee (prime and subcontractor) who will have physical access to a NASA-controlled facility (also referred to as “onsite”). The Contractor must apply for permanent NASA/GSFC PIV cards for those contract employees who will be employed by the Contractor onsite for at least six months. The GSFC Security Division will consider permanent PIV cards for other employees of the Contractor on a case-by-case basis, such as employees that are not resident onsite, but must frequently visit. In the future, upon written notice from the Contracting Officer, the Contractor shall follow Steps 1 through 7 in Attachment K or each offsite contract employee (prime and subcontractor) who require remote access to a NASA information system for contract performance.

(b) The Contractor shall notify the GSFC Security Division, Code 240, Attention: PIV Manager, and the Contracting Officer’s Representative (COR) of the contractor’s designated PIV Requester within 15 calendar days after award of this contract. The NASA maintained PIV system contains work and home location and contact information for personnel that have permanent NASA PIV cards. The Contractor may contact the PIV Manager, Tel 301-286-2306 for assistance regarding the PIV system.

(c) Each contract employee shall provide to the Contractor’s designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:

1. Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
2. Make handwritten changes to any other incorrect data.

The annotated PIV Report shall be separately submitted to the GSFC Security Division, Code 240, Attention: PIV Manager, and to the COR by the 10th calendar day of the month.

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.
If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

(e) The Contractor shall ensure that all personnel who have NASA/GSFC issued PIV cards, keys or other property who leave its employment or that no longer work onsite, process out through the GSFC Security Division, Code 240. Employees must return all GSFC issued identification and any Government property no later than the last day of their employment or the last day they work onsite under this contract. The Contractor shall establish appropriate procedures and controls to ensure this is accomplished. Failure to comply may result in the exercise of Government rights to limit and control access to Government premises, including denial of access and invalidation of NASA issued PIV cards and identification.

(End of clause)

H.9 GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (FEB 2016)

(a)(1) The Contractor must apply for permanent NASA/GSFC Personal Identity Verification (PIV) cards (badges) for those employees that will be employed by the Contractor and subcontractors and that will be resident for at least six months at GSFC or at locations controlled by GSFC, such as GSFC leased space. Other personnel may be issued a temporary badge. All personnel must conspicuously display the GSFC PIV card at, or above, the waistline. Refer to GSFC clause 52.204-99, “Contractor Personnel – Identification, Onsite Reporting, and Checkout Procedures” for permanent PIV card issuance procedures.

(2) Visits by foreign nationals are restricted and must be necessary for the performance of the contract and concurred with by the Contracting Officer or by the Contracting Officer’s Representative. Approval of such visits must be approved in advance in accordance with Goddard Procedural Requirement (GPR) 1600.1.

(3) Access to the GSFC may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the Contractor shall comply with all requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA Procedural Requirements (NPR), NASA Policy Directives (NPD), GPRs, GSFC Policy Directives (GPD), handbooks and announcements. The following cover many of the requirements:

(1) Harassment and Discrimination Announcements
   http://eeo.gsfc.nasa.gov/policy.html
(2) GSFC Workplace Violence Announcement
4
(3) GPR 1600.1, GSFC Security Requirements
(4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
(5) GPR 1700.1, Occupational Safety Program at GSFC
(6) GPR 1700.2, Chemical Hygiene Program
(7) GPR 1700.5, Control of Hazardous Energy (Lockout/Tagout)
(8) GPR 1700.6, Confined Space Program at GSFC
(9) GPR 1700.7, Electrical Safety
(10) GPR 1700.8, GSFC Hazard Communication Program
(11) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
(12) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
(13) GPR 1840.2, Industrial Hygiene Program
(14) GPR 1860.1, Ionizing Radiation Protection
(15) GPR 1860.2, Laser Radiation Protection
(16) GPR 1860.3, Radio Frequency Radiation Protection
(17) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(18) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
(19) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
(20) NPR 3713.3, Anti-Harassment Procedures
(21) GPD 8500.1, Environmental Policy and Program Management
(22) GPR 8621.4, GSFC Mishap Preparedness and Contingency Plan
(23) GPR 8710.2, GSFC Emergency Management Program Plan
(24) GPR 8710.7, Cryogenic Safety
(25) GPR 8710.8, GSFC Safety Program Management
(26) GPD 8715.1, GSFC Safety Policy
(27) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports
(28) GPR 8715.8, Fall Protection Requirements for GSFC

Copies of the current issuances of the GPD/GPRs may be obtained at http://gdms.gsfc.nasa.gov from a computer onsite (GSFC Government Facility) or from the Contracting Officer. Copies of the current issuances of the NPD/NPRs may be obtained at http://nodis3.gsfc.nasa.gov or from the Contracting Officer. The above list may be modified by the Contracting Officer to include additional issuances pertaining to the conduct of personnel and the operation of the facility.

(c) The Contractor may not use official Government mail (indicia or "eagle" mail). Contractors found in violation could be liable for a fine of $300 per piece of indicia mail used. However, the Contractor is allowed to use internal GSFC mail to the extent necessary for purposes of the contract.

(End of clause)

H.10 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND
REPORTS (NOV 2016)

a. Subcontracting Plan (Contractor)

FAR clause 52.219-9, "Small Business Subcontracting Plan", is included in this contract. The agreed to Subcontracting Plan required by the clause is included as an attachment to the contract.

b. Subcontracting Plan (Subcontractors)

In accordance with FAR clause 52.219-9 Small Business Subcontracting Plan, the Contractor must require that certain subcontractors adopt a plan similar to the Plan agreed to between the Contractor and the Government.

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov. ISR reports must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

A final ISR must be submitted after contract completion. The final ISR submittal must be received no later than the due date for what would have been the next semi-annual report.

d. Summary Subcontract Reports (SSRs)

The Contractor shall prepare and submit Summary Subcontract Reports (SSRs) (formerly known as the Standard Form 295), in accordance with the instructions listed in the eSRS, available at http://esrs.gov and in accordance with FAR clause 52.219-9 Small Business Subcontracting Plan of this contract.

The SSRs must be submitted electronically in eSRS on an annual basis. This report must be submitted no later than October 30 each year for the twelve month period ending September 30.

e. Subcontractor Reporting

FAR clause 52.219-9 Small Business Subcontracting Plan requires that the Contractor ensure that ISR and SSR reports are submitted by those subcontractors that have been required to adopt a Subcontracting Plan under the terms of the clause. These subcontractor reports must be submitted as required by paragraphs (c) and (d) above.
The reports may be submitted through the Contractor or submitted directly. Regardless, the Contractor is responsible for ensuring proper and timely submittal of the required reports.

(End of clause)

H.11 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS (SEP 2017)

In addition to compliance with all Federal, state, and local laws as required by paragraph (b) of NFS clause 1852.223-70, the Contractor shall comply with the following:

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Goddard Space Flight Center Safety Division, Code 360, Telephone 301-356-3224 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and GSFC-OccSafetyOffice@mail.nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(b) Submit a monthly safety and health report using NMIS. Specify incidents (mishaps and close calls) and man-hours worked/month. Access to NMIS must be requested through the NASA Access Management System (NAMS) within 30 days of the contract effective date at https://idmax.nasa.gov. Until access is approved, use the Contractor Monthly Statistics Report Template available at http://safety1st.gsfc.nasa.gov under Contractor Safety and e-mail the completed form to krystal.a.kennedy@nasa.gov.

(End of clause)

H.12 GSFC 52.223-92 GOVERNMENT PROPERTY – COMPLIANCE WITH SAFETY STANDARDS (FEB 2016)

This contract involves the use of Government-furnished property or installation provided property. If any of the property does not conform to applicable Federal, state, or local safety standards, the Contractor shall promptly notify the Contracting Officer in writing with a copy to the Goddard Space Flight Center Safety Division, Code 360.

(End of clause)

H.13 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):
Any data requested by the Government for any legitimate government use.

(End of clause)

H.14   GSFC 52.227-99 RIGHTS IN DATA (JUN 2012)

The default Data Rights clause under this contract is FAR 52.227-14 RIGHTS IN DATA-GENERAL—Alternate II and Alternate III as modified by NASA FAR Supplement 1852.227-14 and GSFC 52.227-90. Any exceptions to this clause will be covered by FAR 52.227-17 RIGHTS IN DATA--SPECIAL WORKS as modified by NASA FAR Supplement 1852.227-17, if applicable, and GSFC 52.227-93.

(End of clause)

H.15   GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006)

The Contractor shall prepare a monthly report using GSFC Form 26-5 "Report of NASA/GSFC Vehicles" for each general purpose motor vehicle that is assigned and provided to the Contractor under the terms of this contract. “Assigned” means provided to the Contractor for a period of 30 or more consecutive days.

The report shall be submitted to the Logistics and Transportation Management Branch, Code 274, with a copy to the Contracting Officer. The report(s) are due no later than the 15th day of the month following the reporting month.

(End of clause)

H.16   COMMERCIAL PROGRAM

Should the Contractor propose to engage in a Commercial Program to use GSFC Environmental Test and Integration facilities including systems and equipment, for other than contract performance (i.e., non-government use), all Commercial Program work shall be governed by the terms and conditions in a duly executed NASA Reimbursable Space Act Agreement.

(End of Text)

H.17   CLAUSES INCORPORATED BY REFERENCE -SECTION H

Clause(s) H.1 - H.5 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 text)

[End of Section H]
SECTION I - CONTRACT CLAUSES

I.1 52.202-1 DEFINITIONS (NOV 2013)

I.2 52.203-3 GRATUITIES (APR 1984)

I.3 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

I.4 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

I.9 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

I.10 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

Paragraph (b)(3) insert: Any required posters may be obtained as follows: http://oig.nasa.gov/hotline.html, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001]

I.11 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

I.12 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

I.13 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.14 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.15 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

I.16 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
I.17 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

I.18 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

I.19 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

I.20 52.209-9 UPDATES OF PUBLICALLY AVAILABLE INFORMATION REGARDING RESPONSIBLY MATTERS (JUL 2013)

I.21 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

I.22 52.210-1 MARKET RESEARCH (APR 2011)

I.23 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)

I.24 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

I.25 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)

I.26 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011)

I.27 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

I.28 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

I.29 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

I.30 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

I.31 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

I.32 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010)
I.33 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.34 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
[Paragraph (a)(3) insert: "30th"]

I.35 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
[Insert: 30 days before the contract expires.]

I.36 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)

I.37 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

I.38 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (FEB 2018)
(DEVIATION)- ALTERNATE II (NOV 2016)

I.39 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

I.40 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
[Paragraph (g) insert: The Contractor represents that it ___is, ___is not a small business concern under NAICS Code 541330 assigned to contract number TBD.
[Contractor to sign and date and insert authorized signer's name and title]

Authorized Contractor Signature:___________________________________________
Date:______________________________________________________________

Authorized Contractor Signer’s Name:
Authorized Contractor Signer’s Title:______________________________________

I.41 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.42 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
[Paragraph (a) insert: "$0"]

I.43 52.222-3 CONVICT LABOR (JUN 2003)

I.44 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS — OVERTIME COMPENSATION (MAY 2014)

I.45 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

I.46 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018)
<table>
<thead>
<tr>
<th>Draft #</th>
<th>52.222-20</th>
<th>Contracts for Materials, Supplies, Articles and Equipment Exceeding $15,000 (May 2014)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Draft #</td>
<td>52.222-21</td>
<td>Prohibition of Segregated Facilities (Apr 2015)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-26</td>
<td>Equal Opportunity (Sep 2016)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-37</td>
<td>Employment Reports on Veterans (Feb 2016)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-40</td>
<td>Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-41</td>
<td>Service Contract Labor Standards (May 2014)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-50</td>
<td>Combating Trafficking in Persons (Mar 2015)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-54</td>
<td>Employment Eligibility Verification (Oct 2015)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-55</td>
<td>Minimum Wages Under Executive Order 13658 (Dec 2015)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.222-62</td>
<td>Paid Sick Leave Under Executive Order 13706 (Jan 2017)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-3</td>
<td>Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-5</td>
<td>Pollution Prevention and Right-to-Know Information (May 2011) – Alternate I (May 2011) – Alternate II (May 2011)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-6</td>
<td>Drug-Free Workplace (May 2001)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-10</td>
<td>Waste Reduction Program (May 2011)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-15</td>
<td>Energy Efficiency in Energy-Consuming Products (Dec 2007)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-18</td>
<td>Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-19</td>
<td>Compliance with Environmental Management Systems (May 2011)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.223-20</td>
<td>Aerosols (Jun 2016)</td>
</tr>
<tr>
<td>Draft #</td>
<td>52.225-1</td>
<td>Buy American — Supplies (May 2014)</td>
</tr>
</tbody>
</table>
I.66 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.67 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.68 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.69 52.227-11 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (MAY 2014) AS MODIFIED BY 1852.227-11 (APR 2015)

I.70 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

I.71 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) AS MODIFIED BY NFS 1852.227-17 (JUL 1997)

I.72 52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

I.73 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

I.74 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

I.75 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.76 52.232-17 INTEREST (MAY 2014)

I.77 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

I.78 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.79 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

I.80 52.232-25 PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)

I.81 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.82 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

I.83 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

I.84 52.233-1 DISPUTES (MAY 2014)

I.85 52.233-3 PROTEST AFTER AWARD (AUG 1996) – ALTERNATE I (JUN
I.86  52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.87  52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

I.88  52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.89  52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.90  52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

I.91  52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

I.92  52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

I.93  52.242-13 BANKRUPTCY (JUL 1995)

I.94  52.243-2 CHANGES—COST REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)

I.95  52.244-2 SUBCONTRACTS (OCT 2010)

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: Professional and Consultant costs as defined in FAR 31.205-33

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: TBD

I.96  52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.97  52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (NOV 2017)

I.98  52.245-1 GOVERNMENT PROPERTY (JAN 2017)

I.99  52.245-9 USE AND CHARGES (APR 2012)

I.100 52.246-25 LIMITATION OF LIABILITY—SERVICES (FEB 1997)

I.101 52.247-1 COMMERICAL BILL OF LADING NOTATIONS (52.247-1) (FEB 2006)
I.102 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.103 52.248-1 VALUE ENGINEERING (OCT 2010)

I.104 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

I.105 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.106 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

I.107 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

I.108 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.109 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)

I.110 1852.203-71 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

I.111 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)


I.113 1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016)

I.114 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)

I.115 1852.219-77 NASA MENTOR-PROTÉGÉ PROGRAM (APR 2015)

I.116 1852.223-74 DRUG- AND ALCOHOL-FREE WORKFORCE (NOV 2015)

I.117 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)

I.118 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

I.119 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.120 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)
I.121 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

I.122 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APR 2001)

I.123 RESERVED

I.124 RESERVED

I.125 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of NASA GSFC Procurement Officer and shall not be binding until so approved.

(End of clause)

I.126 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

(a) Definitions. As used in this clause—
“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information. “Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.
“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).
“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).
“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.127  52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the contract effective ordering period specified in clause F.2.

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

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

(End of clause)

I.128  52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $15M;

(2) Any order for a combination of items in excess of $15M; or

(3) A series of orders from the same ordering office within fifteen (15) calendar days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three (3) calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I.129 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract no more than twelve (12) months from the end of the contracts effective ordering period.

(End of clause)

I.130 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause—

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

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

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

(End of clause)

I.131 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

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

(End of clause)

I.132 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It Is Not a Wage Determination

<table>
<thead>
<tr>
<th>EMPLOYEE CLASS</th>
<th>MONETARY WAGE-FRINGE BENEFITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>LABOR CATEGORIES</td>
<td>HOURLY RATES*</td>
</tr>
<tr>
<td>General Schedule (GS) Positions</td>
<td>$64.59</td>
</tr>
<tr>
<td>LABOR CATEGORIES</td>
<td>HOURLY RATES*</td>
</tr>
<tr>
<td>------------------</td>
<td>--------------</td>
</tr>
<tr>
<td>General Schedule (GS) Positions</td>
<td></td>
</tr>
<tr>
<td>Manager</td>
<td>$54.91</td>
</tr>
<tr>
<td>Engineer II</td>
<td>$26.94</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$32.60</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$46.46</td>
</tr>
<tr>
<td>Engineer I</td>
<td>$22.03</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>$39.07</td>
</tr>
<tr>
<td>Engineer V</td>
<td>$46.46</td>
</tr>
<tr>
<td>Designer III</td>
<td>$32.60</td>
</tr>
<tr>
<td>Designer IV</td>
<td>$39.07</td>
</tr>
<tr>
<td>Computer Programmer IV</td>
<td>$39.07</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$17.78</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$22.03</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>$26.94</td>
</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$32.60</td>
</tr>
<tr>
<td>Engineering Technician V</td>
<td>$39.07</td>
</tr>
<tr>
<td>Engineering Technician VI</td>
<td>$46.46</td>
</tr>
<tr>
<td>Computer Programmer III</td>
<td>$32.60</td>
</tr>
<tr>
<td>Drafter I</td>
<td>$17.78</td>
</tr>
<tr>
<td>Drafter II</td>
<td>$22.03</td>
</tr>
<tr>
<td>Drafter III</td>
<td>$26.94</td>
</tr>
<tr>
<td>Drafter IV</td>
<td>$32.60</td>
</tr>
<tr>
<td>Safety and Health Manager</td>
<td>$46.46</td>
</tr>
<tr>
<td>IT Manager/Principal</td>
<td>$46.46</td>
</tr>
<tr>
<td>Security Engineer</td>
<td>$39.07</td>
</tr>
<tr>
<td>Network Administrator</td>
<td>$39.07</td>
</tr>
<tr>
<td>Systems Administrator</td>
<td>$32.60</td>
</tr>
<tr>
<td>Principal Engineer</td>
<td>$54.91</td>
</tr>
</tbody>
</table>

* Fringes are as follows:

2. Annual Leave:

| Annual Leave Accrual Rates |

65
<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Less than 3 years of service *</th>
<th>3 years but less than 15 years of service *</th>
<th>15 or more years of service *</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time employees</td>
<td>½ day (4 hours) for each pay period</td>
<td>¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in last pay period</td>
<td>1 day (8 hours) for each pay period</td>
</tr>
<tr>
<td>Part-time employees</td>
<td>1 hour for each 20 hours in a pay status</td>
<td>1 hour for each 13 hours in a pay status</td>
<td>1 hour for each 10 hours in a pay status</td>
</tr>
</tbody>
</table>

3. Sick leave:

<table>
<thead>
<tr>
<th>Description</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Full-time employees</strong></td>
<td>½ day (4 hours) for each biweekly pay period</td>
</tr>
<tr>
<td><strong>Part-time employees</strong></td>
<td>1 hour for each 20 hours in a pay status</td>
</tr>
</tbody>
</table>

4. Life insurance, health insurance, workers' compensation, and Federal Insurance Compensation Act (for temporary employees) at 7 percent of basic hourly rate.

5. Retirement at 7 percent of basic hourly rates for employees hired through December 31, 1985. Retirement at 0.8 percent for employees hired on January 1, 1986, or after.

6. Medicare at 1.45 percent of basic hourly rates for employees.

7. Social Security: 6.2 percent of basic hourly rates for employees hired on or after January 1, 1986, up to a maximum gross annual salary of $118,500.

(End of clause)

**I.133 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

e) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

I.134 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014) - ALTERNATE II (DEC 2007) AND ALTERNATE III AS MODIFIED BY NFS 1852.227-14 (APR 2015)

(a) Definitions. As used in this clause—
"Computer database" or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software. 
"Computer software"—

(1) Means
   (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
   (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

   (2) Does not include computer databases or computer software documentation. 
"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software. 
"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not
include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in-

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to-
(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright
(1) Data first produced in the performance of the contract. Except as otherwise specifically provided in this contract, the Contractor may assert copyright in any data first produced in the performance of this contract. When asserting copyright, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number), to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all such computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public), by or on behalf of the Government.

The contractor shall mark each scientific and technical article based on or containing data first produced in the performance of this contract and submitted for publication in academic, technical or professional journals, symposia proceedings or similar works with a notice, similar in all material respects to the following, on the cover or first page of the article, reflecting the Government’s non-exclusive worldwide license in the copyright.

GOVERNMENT RIGHTS NOTICE
This work was authored by employees of [insert the name of the Contractor] under Contract No. [insert contract number] with the National Aeronautics and Space Administration. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, or allow others to do so, for United States Government purposes. All other rights are reserved by the copyright owner.

(End of Notice)

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data
delivered under this contract any data not first produced in the performance of this contract unless the Contractor-
(i) Identifies the data; and
(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except-
(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
(2) As expressly set forth in this contract; or
(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.
(ii) The prohibition on ‘‘release to others’’, as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors’ use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer’s prior written permission.

(iii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(4)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, a claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.
(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor-
(i) Identifies the data to which the omitted notice is to be applied;
(ii) Demonstrates that the omission of the notice was inadvertent;
(iii) Establishes that the proposed notice is authorized; and
(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
(3) If data has been marked with an incorrect notice, the Contracting Officer may-
(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies 
the data and demonstrates that the correct notice is authorized; or
(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or 
restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and 
(iii) of this clause. As a condition to this withholding, the Contractor shall-
(i) Identify the data being withheld; and
(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the 
Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify 
the delivery of limited rights data, or the Contracting Officer may require by written 
request the delivery of limited rights data that has been withheld or would otherwise be 
entitled to be withheld. If delivery of that data is required, the Contractor shall affix the 
following "Limited Rights Notice" to the data and the Government will treat the data, 
subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with the 
notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ 
(and subcontract ______, if appropriate). These data may be reproduced and used by the 
Government with the express limitation that they will not, without written permission of 
the Contractor, be used for purposes of manufacture nor disclosed outside the 
Government; except that the Government may disclose these data outside the 
Government for the following purposes, if any; provided that the Government makes 
such disclosure subject to prohibition against further use and disclosure:

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

(ii) Evaluation by non-Government evaluators.

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

(iv) Emergency repair or overhaul work.

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

(vi) or any other legitimate Government use

(b) This notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)
(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _______ (and subcontract ________, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be-

(1) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(2) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use with a replacement computer and other legitimate Government use.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form notice may be used instead:

Restricted Rights Notice Short Form (Jun 1987)
Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _______ (and subcontract, if appropriate) with _______ (name of Contractor and subcontractor).

(End of notice)

(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.135 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages TBD, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data -- General” clause contained in this contract) in and to the technical data contained in the proposal dated TBD, upon which this contract is based.

(End of Clause)

I.136 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $100. Bills under $100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
(c) Contractors shall submit the above referenced transportation documents to—

NASA/GSFC, Contracting Officer, Code 210.3, Greenbelt, MD 20771

(End of clause)

I.137 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):

For Federal Acquisition Regulation (FAR) provisions, see https://www.acquisition.gov/?q=browsefar

For NASA FAR Supplement (NFS) provisions, see http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm

(End of clause)

I.138 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 Regulation (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I.139 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of SECRET. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment O.

(End of clause)

I.140 1852.216-80 TASK ORDERING PROCEDURES (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as
specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 14 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.
(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting officer may amend tasks in the same manner in which they are issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

I.141  1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (DEVIATION) (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.142  CLAUSES INCORPORATED BY REFERENCE -SECTION I

Clause(s) I.1 – I.124 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 text)

[End of Section I]
## SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (FEB 2016)

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

<table>
<thead>
<tr>
<th>Attachment</th>
<th>Description</th>
<th>Date</th>
<th>No. of Pages (Including Cover Page)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Statement of Work</td>
<td>06/2018</td>
<td>30</td>
</tr>
<tr>
<td>B</td>
<td>IDIQ Direct Labor Rates, Indirect Rates, and Fee Matrices</td>
<td>03/2015</td>
<td>5</td>
</tr>
<tr>
<td>C</td>
<td>Financial Management Reporting Requirements</td>
<td>06/2014</td>
<td>4</td>
</tr>
<tr>
<td>D</td>
<td>Small Business Subcontracting Plan</td>
<td>To be Submitted with Proposal</td>
<td>TBD*</td>
</tr>
<tr>
<td>E</td>
<td>Safety and Health Plan</td>
<td>To be Submitted with Proposal</td>
<td>TBD</td>
</tr>
<tr>
<td>F</td>
<td>Quality Assurance Plan</td>
<td>To be Submitted with Proposal</td>
<td>TBD</td>
</tr>
<tr>
<td>G</td>
<td>IT Security Management Plan</td>
<td>30 days after contract award</td>
<td>TBD</td>
</tr>
<tr>
<td>H</td>
<td>Organizational Conflicts of Interest Avoidance Plan</td>
<td>To be Submitted with Proposal</td>
<td>TBD</td>
</tr>
<tr>
<td>I</td>
<td>List of Installation-Accountable Government Property (IAGP)</td>
<td>04/2018</td>
<td>13</td>
</tr>
<tr>
<td>J</td>
<td>U.S. Department of Labor Wage Determination and Collective Bargaining Agreement (CBA)</td>
<td>02/2018</td>
<td>51</td>
</tr>
<tr>
<td>K</td>
<td>PIV Card Issuance Procedures</td>
<td>02/2015</td>
<td>5</td>
</tr>
<tr>
<td>L</td>
<td>Government Furnished Property</td>
<td>04/2018</td>
<td>2</td>
</tr>
<tr>
<td>M</td>
<td>IT Security ADL</td>
<td>06/2016</td>
<td>15</td>
</tr>
<tr>
<td>N</td>
<td>Contract Historical Data</td>
<td>03/2015</td>
<td>3</td>
</tr>
<tr>
<td>O</td>
<td>DD254, Contract Security Classification Specification</td>
<td>04/2018</td>
<td>4</td>
</tr>
</tbody>
</table>

*TBD – To Be Determined

(End of Clause)

[End of Section J]
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2018)

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

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

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.
(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

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

(v) 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.

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

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

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 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.

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

(xi) 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.
(xii) 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.

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

(xiv) 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.

(xv) 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.

(xvi) 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.

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

(xviii) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.)

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $80,317, the provision with its Alternate II applies.

(D) If the acquisition value is $80,317 or more but is less than $100,000, the provision with its Alternate III applies.
(xxi) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

(xxiii) 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.

(xxiv) 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 representations or certifications are applicable as indicated by the Contracting Officer:

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

X_ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

_ (vii) 52.227-6, Royalty Information.

_ (A) Basic.

_ (B) Alternate I.

X_ (viii) 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.2 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.3 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it—

   (1) Has [ ] filed all Federal tax returns required during the three years preceding the certification;

   (2) Has not [ ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and
(3) 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.

(End of provision)

K.4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

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

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

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

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of $750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:
☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required
to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

☐ Yes ☐ No

(End of provision)
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.6 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA – REPRESENTATION (DEVIATION) (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 K]
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.204-7 SYSTEMS FOR AWARD MANAGEMENT (OCT 2016)

L.2 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JULY 2016)

L.3 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)

L.4 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

L.5 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

L.6 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017)

L.7 52.215-16 FACILITIES CAPITAL COST OF MONEY (JAN 2003)

L.8 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES – IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

L.9 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

L.10 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

L.11 52.237-1 SITE VISIT (APR 1984)

L.12 1852.223-73 SAFETY AND HEALTH PLAN (JUL 2015)

L.13 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)

L.14 1852.227-84 PATENT RIGHTS CLAUSES (APR 2015)

L.15 1852.233-70 PROTEST TO NASA (DEC 2015)

L.16 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

The specifications cited in this solicitation are not available for distribution. However, they may be examined at the following location(s):

Title: ETIS III Technical Library
Web Address: https://elibrary.gsfc.nasa.gov/
L.17 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Cost Plus Award Fee (CPAF) Indefinite Delivery Indefinite Quantity (IDIQ)** contract resulting from this solicitation.

(End of provision)

L.18 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

1. Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

2. Has an estimated value that exceeds $500,000.

(c) The certification shall state that—

1. It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

2. After having conducted due diligence, either—

   (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

   (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)
L.19 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

Goddard Space Flight Center
Greenbelt, MD 20771
Bldg. 35 – Shipping and Receiving Dock

Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP 80GSFC18R0034
Attn: Meredith Hart
NASA/GSFC Mail Code: 210.3
Contracting Officer Phone: (301) 286-1236

(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.20 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) provisions,
https://www.acquisition.gov/?q=browsefar

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

(End of provision)

L.21 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.22  1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."

(b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.

(c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

(d) The offeror shall require all service subcontractors provide, as part of their proposal, the information identified in (a) through (c) of this provision for cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value expected to exceed the threshold for requiring certified cost or pricing data as set forth in FAR 15.403-4.

(End of provision)

L.23  1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

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

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

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

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

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

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

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

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

(h) Existing Government property may be reviewed at the following locations, dates, and
times: [N/A]

(End of provision)

L.24 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN
2011)

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

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

N/A

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

(End of Provision)

L.25 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Notice. The Contracting Officer has determined that this acquisition may give rise to an organizational conflict of interest (OCI). Accordingly, the attention of prospective Offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest. The Contracting Officer shall not award a contract until NASA determines any conflict of interest is reasonably resolved. The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably resolved. The OCI Submission and plan will not be evaluated as part of mission suitability. However, an acceptable OCI Avoidance Plan (including mitigation strategies for any identified OCIs) is an eligibility requirement for consideration of the Offeror’s proposal and award of the ETIS III contract. As such, the Government may communicate with any Offeror at any time during the evaluation process concerning its OCI plan.

(b) Description of Potential Conflict. The nature of this organizational conflict of interest is: unequal access to information; biased ground rules; and impaired objectivity.

(c) Responsibility of Offeror.

(1) Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an organizational conflict of interest associated with the proposal it submits. The Offeror must explain the actions it intends to use to resolve any organizational conflicts of interest it finds in the Government’s assessment and its own assessment.

(2) Offerors shall inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations, as part of its OCI Submission in paragraph (h) below. The contracting officer will use this information to determine whether resolution of those conflicts will be required.

(3) If the Offeror’s proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its
proposed resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest. In the event that the Offeror is not successful in resolving an identified conflict to the satisfaction of the Contracting Officer, the Offeror may be determined to be ineligible for award.

(d) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –

(1) there are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or
(2) the Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

(e) Termination for default. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(f) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503

(g) The submission described in paragraph (h) is required with the initial proposal.

(h) OCI Submission. The Offeror’s submission, which will be considered part of the Offer Volume, shall contain the following:

(1) The Offeror shall identify any organizational interests (financial, contractual or other) that would be affected by performance of the Statement of Work requirements, whether by it or its proposed subcontractors. This includes recently performed (within 12 months of Plan submission), currently performed, or planned work, whether as a prime contract holder or a subcontractor.

A. The Offeror shall include a discussion of any conflicts or potential conflicts arising from its performance on any NASA contracts as either a prime or subcontractor. The Offeror shall also address any non-NASA contracts that may give rise to an OCI. For all contracts, the Offeror shall provide: the name, address, and telephone number of the customer(s); the agency (if applicable); contract number (if applicable); a description of the services rendered; and the name of an officer or employee of the Offeror who is knowledgeable about the services rendered.

B. For financial conflicts that could arise from performance of the SOW requirements of this contract, the Offeror shall address the nature and extent of the financial interest and any entity or entities involved in the financial relationship.

C. If any of the interests identified above may give rise to a conflict or potential conflict, the Offeror shall address how it will avoid or mitigate the OCI.
Sufficient information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) Plan. The Offeror shall submit an OCI Plan that, once approved by the Contracting Officer, will be incorporated into any resulting contract. If the Offeror has identified a conflict or potential conflict in response to paragraph (h)(1) above, its Plan shall describe its mitigation or avoidance measures for each such identified conflict or potential conflict. At a minimum, the plan shall also contain the following:

A. Demonstration of ability to define and properly identify the three types of organizational conflicts of interest that may arise (Unequal Access to Information, Biased Ground Rules, and Impaired objectivity)

B. Identification and description of company roles, responsibilities, and procedures for screening (i.e., identifying/recognizing, analyzing/evaluating, resolving, and reporting) existing and new business opportunities for actual/potential OCIs.

C. Description of how the Offeror intends to notify employees of the requirements of this plan, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

D. Identification of any affiliated companies/entities (e.g., a parent company or a wholly-owned subsidiary) and procedures for coordinating OCIs with such affiliated companies/entities.

E. Reporting of all potential/actual OCIs identified during performance of the contract to the Contracting Officer. An OCI report shall include (1) a description of the conflict, (2) the plan for resolving the conflict, and (3) the benefits/risks vis-à-vis contract performance associated with plan approval/acceptance.

F. Explanation of how the contractor will flow down the provisions of this mitigation plan to any subcontractor that may have a conflict with regard to performing the requirements of this contract.

G. Description of any organizational and employee sanctions for violations of established OCI procedures/requirements/guidelines.

H. As indicated above, if the award of this contract creates a perceived or actual conflict of interest, the Plan should incorporate a discussion of the conflict and associated mitigation or avoidance strategies. Further, the Plan must describe its approach for updating the Plan to address OCIs that may arise during performance. The Plan should also reflect that any updates must be approved by the contracting officer and the updates/changes to the Plan must be incorporated in the contract to be effective.

I. If this contract contains NASA FAR Supplement clause 1852.237-72, Access to Sensitive Information, then the Plan shall also address all items required by that clause, including:
i. Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

ii. Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

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

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

v. Include a non-disclosure statement, requirement of employees having access to sensitive information.

vi. Include a Cleared Authorized Employees List for contract or task order

(End of Text)

L.26 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (SEP 2017)

Any questions or comments regarding this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Meredith Hart

Phone: 301-286-1236

E-Mail: meredith.a.hart@nasa.gov

(End of provision)

L.27 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS (APR 2016)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.
In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

(a) PROPOSAL FORMAT AND ORGANIZATION

(1) Offerors shall submit proposals in four volumes as specified below:

<table>
<thead>
<tr>
<th>Volume</th>
<th>Title</th>
<th>Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Offer Volume</td>
<td>Original plus 4 Hardcopies and two electronic copies</td>
</tr>
<tr>
<td>II</td>
<td>Mission Suitability Volume</td>
<td>Original plus 7 Hardcopies and two electronic copies</td>
</tr>
<tr>
<td>III</td>
<td>Cost Volume</td>
<td>Original plus 7 Hardcopies, one additional hardcopy for audit support purposes, and two electronic copies</td>
</tr>
<tr>
<td>IV</td>
<td>Past Performance Volume</td>
<td>Original plus 7 Hardcopies and two electronic copies</td>
</tr>
</tbody>
</table>

(2) Prime Offerors and proposed Significant Subcontractors for Cost Volume proposal purposes defined as any subcontract that is likely to exceed 25% of the Government Pricing Model (GPM) Grand Total value shall include one (1) additional separately packaged hardcopy of their Cost Volume proposal, marked “Enter correct RFP number/NASA Proposal Evaluation Material,” which the Government may use for audit support purposes.

(3) All pages of Volumes I, II, III, and IV shall be numbered and identified with the Offeror’s name, RFP number and date. Subsequent revisions, if requested, shall be similarly identified to show revision number and date. A table of contents shall be provided with figures and tables listed separately.

(4) Two electronic copies of the Offeror’s (Prime and proposed Significant Subcontractors) proposal, designating one as “back-up,” shall be submitted (in addition to the hardcopies specified above) in Microsoft Office Word (compatible with Word 2010) or Adobe Portable Document Format (PDF) (compatible with version X). While the RFP provides the Cost Volume exhibits in PDF format, Offerors shall submit all Cost Volume exhibits in Microsoft Office Excel format (compatible with Excel 2010) and the exhibits shall contain all formulas. Instructions for converting from PDF format to Excel can be found in the Cost Volume Instructions provision. DO NOT password protect any portion of your electronic submission.

Electronic files of Volumes I, II, III, and IV shall be on virus free CD-ROM (CD-R format) discs with an external label indicating: (1) the name of the Offeror, (2) the RFP number, (3) the format and software versions used, (4) a list of the files contained on the disk and (5) date of the information. The Offeror shall provide
written documentation that describes the contents of each CD-ROM and of each file. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct. The Offeror must certify that the electronic medium is virus free.

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate.

(6) Information shall be precise, factual, detailed and complete. Offerors shall not assume that the evaluation team is aware of company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of the work as specified in the SOW. The evaluation will be based primarily on the information presented in the written proposal. The proposal shall specifically address each listed evaluation factor and subfactor.

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

(1) The following table contains the page limitations for each portion of the proposal submitted in response to this solicitation. Additional instructions for each component of the proposal are located in the solicitation provision noted under the Reference heading.

<table>
<thead>
<tr>
<th>Proposal Component</th>
<th>Volume</th>
<th>Reference</th>
<th>Page Limitations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Offer Volume</td>
<td>I</td>
<td>L.28</td>
<td>None</td>
</tr>
<tr>
<td>Mission Suitability Volume</td>
<td>II</td>
<td>L.30</td>
<td>75 Pages</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Mission Suitability Volume</td>
<td>II</td>
<td>L.30</td>
<td>75 Pages</td>
</tr>
<tr>
<td>Cover Page, Indices, Total Compensation Plan, Phase-in Plan, Safety and Health Plan, Quality Assurance Plan, Small Business Utilization Subfactor, Position Qualifications, and List of Acronyms</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cost Volume</td>
<td>III</td>
<td>L.31</td>
<td>Mixed</td>
</tr>
<tr>
<td>(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment B)</td>
<td></td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>(b) Cost Exhibits accompanying Direct and Indirect Rate Substantiation</td>
<td></td>
<td></td>
<td>None</td>
</tr>
<tr>
<td>(c) Basis of Estimates</td>
<td></td>
<td></td>
<td>35 Pages *</td>
</tr>
<tr>
<td>Past Performance Volume</td>
<td>IV</td>
<td>L.32</td>
<td>Mixed</td>
</tr>
<tr>
<td>(a) Information from the Offeror</td>
<td></td>
<td></td>
<td>35 Pages *</td>
</tr>
<tr>
<td>(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Small Business</td>
<td></td>
<td></td>
<td>Excluded</td>
</tr>
<tr>
<td>Proposal Component</td>
<td>Volume</td>
<td>Reference</td>
<td>Page Limitations</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------</td>
<td>--------</td>
<td>-----------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Subcontracting Plan History, Customer Evaluations, Termination/Descope information, and List of Acronyms, Written Consent Letters from Subcontractors per L.32(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Prime Offeror and all Significant Subcontractors (page limitation is for the total component (Prime and Significant Subcontractors)).

(2) When page limitations apply to a volume or specific section, a page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word’s default line spacing). Character spacing shall be “Normal”, not “Expanded” or “Condensed.” The margins may contain headers and footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2” x 11” pages. The metric standard format most closely approximating the described standard 8-1/2” x 11” size may also be used. The excel exhibits provided are formatted using 9-12 point type Arial font.

Volumes I, II, III, and IV shall be submitted in separate ringed (or similarly bound) binders. Diagrams, tables, artwork, and photographs may be reduced and, if necessary, run landscape or folded to eliminate oversize pages. Text in Diagrams, schedules, charts, tables, artwork, and photographs shall be no smaller than 10 point. Diagrams, tables, artwork, and photographs shall not be used to circumvent the text size limitations of the proposal.

(3) Title pages, tabs, and tables of contents are excluded from the page counts specified in paragraph (1) of this provision (as well as other documents specified in table (b)(1) above). In addition, the Cost Volume of your proposal is not page limited except for the page limit for the Basis of Estimate (BOE) section specified in table (b)(1) above. However, this volume is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other volumes of the proposal will be so construed and counted against that volume's page limitation.

(4) The Government intends to evaluate proposals and award contract(s) without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If discussions are held and final proposal revisions are requested, the Government will specify separate page limitations in its request for that submission.
(5) 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 in accordance with NFS 1815.204-70(b).

(End of provision)

L.28 GSFC 52.215-203 OFFER VOLUME (MAR 2017)

This must be a separate volume.

(a) STANDARD FORM (SF) 33, OFFEROR FILL INS AND SECTION K

Blocks 12 through 18 of the SF 33 and the indicated Offeror required fill-ins in Sections B-K must be completed. The signed SF33 and the pages with the required fill-ins must be submitted. Annual representations and certifications shall be completed electronically via the System for Awards Management (SAM) web site accessed through https://www.acquisition.gov, in accordance with Section K provision FAR 52.204-8, Annual Representations and Certifications. The balance of the solicitation need not be returned unless the Offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified in the Summary of Exceptions. All SF 33s require original signatures.

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of 250 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, “Instructions to Offerors—Competitive Acquisitions,” a different validity period may be proposed by the Offeror.

(2) Provide the names, phone numbers, and email addresses of persons to be contacted for clarification of questions of a technical nature and business nature. Identify any consultants and/or subcontractors used in writing this proposal (if any) and the extent to which their services will be available in the subsequent performance of this effort.

The contract schedule refers to TBD and TBP. They are defined as follows:

TBD = TO BE DETERMINED BY THE GOVERNMENT
TBP = TO BE PROPOSED BY THE CONTRACTOR

(b) SUMMARY OF EXCEPTIONS

Include a statement of acceptance of the anticipated contract provisions and proposed contract schedule, or list all specific exceptions to the terms, conditions, and requirements of Sections A through J of this solicitation, to the Representations and Certifications (Section K) or to the information requested in Section L. Include the reason for the exception, new terms, conditions, and/or clauses, including any proposed benefit to the Government. This list must include all exception(s), deviation(s) and/or conditional assumptions taken.
Offerors are cautioned that exceptions or new terms, conditions, or 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.

(c) **ADDITIONAL INFORMATION TO BE FURNISHED**

(1) **Business Systems**

State whether all business systems, including but not limited to accounting, property control, purchasing, estimating, and employee compensation, which require Government acceptance or approval (as applicable) are currently accepted/approved without condition.

Provide the date of acceptance/approval for each system and the cognizant contract administration office. Explain any existing conditional acceptances/approvals and the compliance status of any systems(s) for which acceptance or approval is currently withheld.

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. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company’s accounting system, they must specifically assert such an intended reliance for the performance of this contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy in this proposal volume. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

Offerors who do not have an adequate accounting system determination shall provide evidence of any independent audit and system approvals as well as documented system ability to segregate and accrue costs by contract.

(2) **Contract Administration**

Furnish the information listed below:

a. Cognizant Government audit agency with mailing address, email address, telephone number, and fax number.

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.
c. Cognizant Government Administrative Contracting Officer by name with mailing address, email address, telephone number, and fax number.

(3) Responsibility Information

Provide information addressing all of the elements under FAR 9.104 to demonstrate responsibility (address the elements under this section that are not addressed in another proposal volume).

(4) Taxpayer Identification Number

Prime Offerors shall provide their Taxpayer Identification Number (TIN) (the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns).

(5) Government Property

Offerors shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. Section L of this solicitation contains NFS provisions 1852.245-80, “Government Property Management Information” and 1852.245-81, “List of Available Government Property.” The information regarding the Offeror’s Government property management procedures required by these two provisions shall be included in this volume. However, if an analysis of the Offeror’s property management policies, procedures, practices, and systems has not been previously performed by the Government, the Offeror shall describe their internal processes, systems, procedures, records, and methodologies to be employed to ensure effective and efficient control of Government property under this contract in accordance with the requirements specified in FAR 52.245-1, Government Property.

(6) Waiver of Rights to Inventions

This solicitation contains NFS clause 1852.227-70, “New Technology—Other than a Small Business Firm or Nonprofit Organization” and NFS provision 1852.227-71, “Request for Waiver to Rights to Inventions”. Any petitions for advance (prior to contract execution) waiver of rights to inventions should be included in this volume.

(7) Subcontractor Listing

The Offeror shall provide a summary listing (by name and address) of all subcontractors (regardless of dollar value) that have been identified throughout the Offeror’s proposal and the subcontract GPM value associated with each entity.

(8) Cost Accounting Standards
State whether the Cost Accounting Standards (CAS) Disclosure Statement represented in Section K FAR provision 52.230-1, Cost Accounting Standards Notices and Certifications, has been approved by the cognizant Administrative Contracting Officer, and provide the date of such approval. If your CAS Disclosure Statement is currently not approved or there are some existing CAS non-compliance findings, please provide detailed explanation of the CAS non-compliance issues, corrective action status, and any potential impact on this procurement. If the Offeror has not submitted a Disclosure Statement, but would fall under CAS compliance if awarded the resultant contract, then a CAS Disclosure Statement shall be submitted as part of your proposal in this volume. The Government will forward the Disclosure Statement to the cognizant contract administration office with its request for review of the submitted CAS Disclosure Statement.

(9) Contract Security Classification

In accordance with Attachment O, Contract Security Classification Specification (DD 254), Offerors shall possess a SECRET level facility security clearance by the due date for receipt of proposals and this clearance shall be maintained throughout the life of the contract. Offerors shall provide their CAGE code for verification of current security clearance status. No Offeror will be considered for award who does not have a SECRET level facility security clearance in place by the due date for receipt of proposals. For proposals submitted as joint ventures, the facility clearance must be granted in the name of the joint venture and the joint venture CAGE code shall be provided.

(10) Information Technology (IT) Security Management Plan

In accordance with NFS clause 1852.204-76, Security Requirements for Unclassified Information Technology Resources, within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive IT Security Management Plan, which will be incorporated into the contract under Clause J.1 as Attachment G. The Contracting Officer will review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract as a compliance document. The information to be included in this plan is outlined in Enclosure BB, Information Technology Security Management Plan, which is provided for information purposes at this time and shall be used by the successful Offeror to prepare their plan.

(End of Provision)

L.29 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY (SEPT 2014)

(Offeror: You MUST comply with these instructions to ensure that the designated
receiving office can identify, date and time mark, secure, and deliver your proposal to
the Contracting Officer.)

(a) External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the Offeror’s name and return mailing address.

The required mailing address and external marking for proposals is as follows:

“Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number 80GSFC18R0034
Attn: Meredith Hart
Building 26, Room 050

PROPOSAL--DELIVER UNOPENED"

Suggested additional marking if delivery is made by a commercial delivery service:

"COMMERCIAL DELIVERY PERSONNEL: THIS PROPOSAL MUST BE
DELIVERED TO THE DOCK MASTER, BUILDING 35 SHIPPING AND
RECEIVING DOCK, NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”

(b) Designated Receiving Office

The designated receiving office for proposals is the Shipping and Receiving Dock,
Building 35, Goddard Space Flight Center, which must be accessed via the access road
off of Good Luck Road and requires entry via the security guard gate. Proposals must be
received at the designated receiving office no later than the date and time stated on
the solicitation face page.

The Building 35 Shipping and Receiving dock is open from 7:30 AM to 3:30 PM,
Monday through Friday, except Government holidays. Contractor personnel conduct the
GSFC receiving function, which includes mailroom operations. Proposals must be
marked with the date and time of receipt, subjected to security screening, secured, and
delivered unopened to the Contracting Officer.

There is public access to the Building 35 Shipping and Receiving Dock after entering the
Building 35 security gate. All deliveries are subject to GSFC Security screening.

(c) Methods of Proposal Delivery

There are three suggested methods of delivery to the designated proposal receiving
office:

U.S. Postal Service Express Mail
Commercial Delivery Service
Delivery by company employee or other individual agent

It is highly encouraged for all Offerors to use U.S. Postal Service Express Mail or Commercial Delivery Services.

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the face page of the solicitation.

(End of provision)

L.30 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE) (NOV 2017)

Contents of Mission Suitability Volume Instructions

(a) General Instructions
(b) Mission Suitability Volume Format
(c) Mission Suitability Instructions by Subfactor

(a) General Instructions

The Mission Suitability Volume should be specific, detailed, and provide all the information requested by these instructions. The Mission Suitability Volume must demonstrate that the Offeror understands the requirements and has the ability to meet the requirements. General statements such as the "requirements are understood" or "standard procedures will be employed" are not adequate. Also, restatement or paraphrasing of the requirements should be avoided. Information previously submitted, if any, will not be considered unless it is resubmitted as part of the Mission Suitability Volume. It must not be incorporated by reference.

(b) Mission Suitability Volume Format

The Mission Suitability Volume must be divided and presented by each Mission Suitability subfactor as follows:

- Subfactor A – Technical Approach
- Subfactor B – Management Approach
- Subfactor C – Small Business Utilization (SBU)

(c) Mission Suitability Instructions by Subfactor

The paragraph numbering, formatting, and sub-paragraphs within the subfactors
below should not be construed as any indication of priority, weighting or as any establishment of elements or lower level criteria. The paragraph numbering is only provided for clarity, traceability, and ease of reading between Mission Suitability Sections L and M.

Subfactor A – Technical Approach

The Offeror shall address the following scenario in such a manner as to allow the government the greatest insight into the Offeror’s understanding of the technical requirements of the contract. This should include proven, efficiencies, or innovative methodologies including the management area. The Offeror’s response should maximize technical performance and cost efficiency.

No cost estimates should result from the Offeror’s proposed approach for accomplishing the hypothetical scenario.

Any assumptions and rationale made in preparing a response to these questions must be clearly stated.

Scenario:

Three major projects (X, Y, and Z) are performing various phases of environmental testing simultaneously. Two projects (X and Y) have fully integrated systems and are preparing to start a full suite of observatory level and flight qualification testing per the Goddard Environmental Verification Specification (GEVS) GSFC-STD-7000. The size of both observatories is comparable to that of the James Webb Space Telescope (JWST). Their prospective launch dates are within the next 12 months. So, the schedules of both projects are on a critical path.

Project Z is a SmallSat mission that entails a constellation of 10 identical Cubesats in low earth orbit. This project is just starting integration and testing (I&T) at the subsystem level with a launch date in 36 months. Project Z contains a prototype of a classified military instrument. Thus, security clearances (Secret) must be secured prior to the classified instrument arriving for I&T testing in 8 months. While awaiting the arrival of the classified instrument, other non-classified instruments and subsystems on the Cubesats can be tested as normal per GEVS.

1) Assume that for projects X and Y all components and instruments were tested thoroughly prior to being integrated onto the observatories. Thus, observatory level testing is expected to go smoothly with no expected issues.

2) Assume that there are not enough in-house resources (facilities and contractor staffing) to accommodate the requirements of all 3 projects simultaneously.

3) Assume that after projects X and Y complete their I&T requirements in 12 months, the workload will decrease significantly, lasting approximately 18
months. Further, assume that in 18 months, 2 more major projects will start their I&T campaigns.

4) Assume that the ETIS contractor’s lead Integration & Test manager, lead Contamination Control manager, senior electrical technician, and senior mechanical technician will be retiring within the next 24 months.

5) Assume a low risk program, meaning that the mission must have the highest probability for success.

From the perspective of the ETIS contractor, your task is to list in order of importance three top management and three top technical issues that could most impact the success of this integration and qualification testing program. The response shall explain your selections and the rationale for the order in which they are listed. The response shall elaborate in detail on how your company plans to manage or address each of these issues. The response should be inclusive of proven efficiencies and/or innovative methodologies from a managerial and engineering perspective.

Based upon the above scenario, explain in detail your plans to monitor and control costs during the execution of this Integration and Testing program scenario. Identify and explain the biggest challenges to the success of your plans. Elaborate on your strategy to manage or address these challenges. The response should be inclusive of proven efficiencies and/or innovative methodologies relative to risk and cost management.

**Subfactor B – Management Approach**

**B.1** The Offeror shall describe its approach for managing the proposed work.

**B.2** The Offeror shall describe its strategy for using (or not using) significant subcontractors (based on the definition of significant subcontractor in the cost volume instructions). If significant subcontractors are proposed, the Offeror shall identify the interfaces between its organizational structure and the significant subcontractors. Additionally, the proposal shall describe: the nature and extent of the work to be performed by the subcontractor, including split of responsibilities and the potential percentages of work to be performed. The Offeror shall discuss its plans for addressing any performance issues on subcontracted portions of the contract.

**B.3 Program Manager**

The management plan shall contain an in-depth discussion of the independence and autonomy of the Program Manager, including the type and degree of support and resources that are under his/her direct control in the performance of this contract. In addition, the plan shall clearly address the Program Manager's access to corporate officials and essential resources/functions necessary to accomplish the work, including the Program Manager's authority to utilize and redirect subcontract and/or Joint Venture resources (if applicable). The plan shall also describe the process to be followed by the
Program Manager in obtaining decisions beyond his/her authority and in resolving priority conflicts for resources/functions not under the Program Manager’s direct control such as personnel, finances, and facilities.

B.4 Phase-in Plan

The Offeror shall provide a detailed phase-in plan that will ensure continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be transitioned, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the Offeror shall address its preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 60-day phase-in period will be accomplished through the issuance of a separate firm fixed-price contract vehicle. The proposed phase-in plan will become an attachment and contractual requirement for the separate phase-in contract.

B.5 Staffing

The Offeror shall provide a complete staffing plan that describes how the Offeror intends to staff this effort and how the approach will allow the Offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the Offeror’s own organization, and those from other sources, as well as the associated strategy for achieving each aspect of the proposed hiring plan. Additionally, please provide any staffing reach-back to corporate resources or supplemental capabilities to minimize staffing disruptions throughout contract performance.

B.6 Position Qualifications

Offerors shall provide written Position Qualifications for each specific labor category proposed for contract performance. Per the directions in the Cost Volume Instruction provision, the Offeror’s Position Qualifications are to be included in the contract Attachment entitled, “Direct Labor Rates, Indirect Rates, and Fee Matrices,” which shall be submitted in the Cost Volume (per table (b)(1) of GSFC provision 52.215-201). Offerors shall address the minimum requirements in the Position Qualifications, to include necessary experience, summary of duties and responsibilities, specific requirements/licensing, minimum education and/or experience required for the position.

B.7 Total Compensation Plan

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, “Determination of Compensation Reasonableness,” and FAR provision 52.222-46, “Evaluation of Compensation for
Professional Employees.” The required TCP must:

Classify all labor categories proposed as “exempt” or “non-exempt” positions. Briefly define the terms “exempt” and “non-exempt” as used by the Offeror’s organization and correlate this definition with that provided for in the Code of Federal Regulations.

Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.

In accordance with the Exhibits 10A and 10B "Fringe Benefit Chart", the Offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include Exhibits 10A and 10B but should reference where the information appears in the Cost Volume.)

Provide supporting data, such as recognized national, regional, and local compensation surveys and studies of professional, public and private organizations, used in establishing the total professional compensation structure.

B.8 Quality Assurance Plan

The Offeror shall submit a written Contractor Quality Assurance Plan (QAP) that shall identify the Offeror’s approach to ensuring quality services throughout the duration of the contract. Specifically, the Offeror shall identify its procedure(s) for continually monitoring, surveilling, identifying and correcting deficiencies. The QAP shall describe the Offeror’s method(s) (i.e. 100% inspection, planned sampling, random sampling, customer complaints, or incidental inspections) to determine whether performance requirements in the SOW are met. The QAP shall describe whether measurements of performance are subjective or objective and shall identify the quality, quantity, and timeliness of the services to be provided. The QAP will be incorporated into the contract as an Attachment.

B.9 Safety and Health Plan

The Offeror shall provide a safety and health plan in accordance with NFS Provision 1852.223-73, “Safety and Health Plan”. The Offeror shall discuss its approach to compliance with all applicable NASA policies and procedures relative to safety, occupational health, and NASA Procedural Requirements (NPR) 8715.3 “NASA General Safety Program Requirements.” The Offeror shall also address, within the plan, its
approach to provide adequate protection to subcontractor employees of every tier.

This plan, as approved by the Government, will be included in any resulting contract. Offerors are directed to NPR 8715.3, Appendix E instructions regarding the contents of Safety and Health Plan. NPR 8715.3 can be accessed at the following website:

http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C

The Offeror shall indicate if any of the standard contents of the Safety and Health Plan, as prescribed by NPR 8715.3, would not be applicable to this specific contract, and provide an explanation for that determination.

**B.10 Award Fee**

The Offeror shall describe its approach to using award fee to motivate successful contract performance, including a discussion of the approach to utilizing award fee performance feedback and earned award fee amounts.

**Subfactor C – Small Business Utilization (SBU)**

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

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

(a) Small Business Subcontracting Plan

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

(2) The Contracting Officer’s assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of the IDIQ MAXIMUM ORDERING VALUE, is as follows:

<table>
<thead>
<tr>
<th>Small Businesses (SB)</th>
<th>26.5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Disadvantaged Business (SDB) Concerns</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business (WOSB) Concerns</td>
<td>3%</td>
</tr>
</tbody>
</table>
Historically Black Colleges and Universities (HBCU)/ Minority Serving Institutions (MSI) & 0.5% 
HUBZone Small Business (HZB) Concerns & 2% 
Veteran-Owned Small Business (VOSB) Concerns & 2.8% 
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns & 2.2% 

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

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

(5) The Plan that the Offeror submits with its proposal shall be incorporated in Section J as Attachment D in the resulting contract. The requirements in the Plan shall 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, NASA recognizes that the subcontracting opportunities available to these subcontractors may differ from the recommended goals in the solicitation based upon the nature of their respective performance requirements.

(6) Offerors are advised that a proposal will not be rejected solely because the Plan submitted does not meet the NASA recommended goals listed in paragraph (a) (2) above in terms of percent of the IDIQ MAXIMUM ORDERING VALUE. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer’s recommended goal in any category. In addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during contract performance to increase participation in that category.

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I, FAR clause 52.219-9 (Deviation)--Alternate II, Offerors shall complete Exhibit 12, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provide a breakdown of the Offeror’s proposed goals, by small business category, expressed in
terms of both a percent of the IDIQ MAXIMUM ORDERING and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

(NOTE: FOR PURPOSES OF THE SMALL BUSINESS SUBCONTRACTING PLAN, THE PROPOSED GOALS SHALL BE STATED AS A PERCENT OF TOTAL SUBCONTRACTS, NOT AS A PERCENT OF THE IDIQ MAXIMUM ORDERING VALUE, REFER TO THE BELOW EXAMPLE)

Example of Subcontracting Goals as expressed in both the IDIQ Maximum Ordering Value and Planned Subcontract Value for a IDIQ Maximum Ordering value of $100M and planned subcontract value of $50M.

<table>
<thead>
<tr>
<th>Category</th>
<th>Column A Percent of IDIQ Maximum Ordering Value</th>
<th>Column B Dollar Value</th>
<th>Column C Percent of Subcontracting Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Business (SB) Concerns</td>
<td>25 percent</td>
<td>$25,000,000</td>
<td>50 percent</td>
</tr>
<tr>
<td>Other than Small Business Concerns</td>
<td>N/A</td>
<td>$25,000,000</td>
<td>50 percent</td>
</tr>
<tr>
<td>Total Dollars to be Subcontracted</td>
<td>N/A</td>
<td>$50,000,000</td>
<td>100 percent</td>
</tr>
</tbody>
</table>

*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.*

<table>
<thead>
<tr>
<th>Category</th>
<th>Column A Percent of IDIQ Maximum Ordering Value</th>
<th>Column B Dollar Value</th>
<th>Column C Percent of Subcontracting Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Disadvantaged Business (SBD) Concerns</td>
<td>5.5 percent</td>
<td>$5,500,000</td>
<td>11 percent</td>
</tr>
<tr>
<td>Women-Owned Small Business (WOSB) Concerns</td>
<td>9 percent</td>
<td>$9,000,000</td>
<td>18 percent</td>
</tr>
<tr>
<td>Historically Black Colleges and Universities (HBCU)/Minority Serving Institutions (MSI)</td>
<td>1.5 percent</td>
<td>$1,500,000</td>
<td>3 percent</td>
</tr>
<tr>
<td>HUBZone (HBZ) Small Business Concerns</td>
<td>1.5 percent</td>
<td>$1,500,000</td>
<td>3 percent</td>
</tr>
<tr>
<td>Veteran-Owned Small Business (VOSB) Concerns</td>
<td>2.5 percent</td>
<td>$2,500,000</td>
<td>5 percent</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns</td>
<td>1.5 percent</td>
<td>$1,500,000</td>
<td>3 percent</td>
</tr>
</tbody>
</table>

The Offeror proposes small business subcontracting goals as a percentage of the IDIQ Maximum Ordering Value in column A.

Then based on the $100 million IDIQ Maximum Ordering Value, the resulting statement of dollars that the Offeror would include in the Subcontracting Plan, as required by paragraph (d)(2) of FAR clause 52.219-9 (Deviation)—Alternate II, would be as
indicated in column B.

However, the Small Business Subcontracting Plan shall also express goals as a percent of total planned subcontracts. Assuming total subcontracting of $50M, the resulting percentage goals, expressed as a percent of total subcontract dollars, and which would be stated in the Small Business Subcontracting Plan as required by paragraph (d)(1) FAR clause 52.219-9 (Deviation)—Alternate II would be recorded in column C.

(b) Commitment to the Small Business Program

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

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

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

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a Small Disadvantaged Business, a Women-Owned Small Business, a HUBZone Small Business, a Veteran-Owned or Service-Disabled Veteran-Owned Small Business, or Historically Black College and University/Minority Serving Institution in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime’s planned participation in the NASA Mentor Protégé Program.

(End of provision)
The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term “data other than certified cost or pricing data” is defined at FAR 2.101.

(a) Instructions

An important prerequisite for the award of the contract is the Prime Offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company’s accounting system, they must specifically assert (in the submitted Offer Volume) such an intended reliance for the performance of the contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy.

While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The Cost Volume proposal should be prepared in a manner consistent with your current accounting system.

The contract resulting from this solicitation is potentially subject to Cost Accounting Standards (CAS) compliance, unless the Offeror qualifies for a CAS exemption. Offerors shall determine CAS applicability (full or modified CAS coverage) for its proposing business unit based on applicability criteria. If full CAS coverage applies to the Offeror and it has not submitted a Disclosure Statement that has been deemed adequate by its cognizant contract administration entity (typically DCMA), then a Disclosure Statement shall be prepared in support of the Offeror’s proposal. While CAS Disclosure Statements are not evaluated by NASA, their evaluation must be coordinated between NASA and the cognizant contract administration entity; as such, the CAS Disclosure Statement shall be submitted to NASA with the proposal in the Offer Volume.

The required format for other than certified cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful Offeror's normal estimating and/or accounting system or the system set forth in the CAS Disclosure Statement required by Public Law 100-679, if applicable. If the Offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the Offeror’s normal accounting and estimating procedures and provide your rationale for the format adjustments.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.
Final monetary extensions in the Cost Volume proposal should be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained.

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed. A significant subcontractor is defined as any subcontractor whose estimated value causes the cumulative percentage of subcontractor work (from lowest to highest percentage of work) to meet or exceed 20% of the total GPM estimated value. All values are inclusive of fee, but exclusive of any Phase-in.

**Example 1:**

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Individual Subcontractor Percentage of Work</th>
<th>Cumulative Subcontractor Percentage of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor A</td>
<td>0.5%</td>
<td>0.5%</td>
</tr>
<tr>
<td>Subcontractor B</td>
<td>2.0%</td>
<td>2.5%</td>
</tr>
<tr>
<td>Subcontractor C</td>
<td>4.5%</td>
<td>7.0%</td>
</tr>
<tr>
<td>Subcontractor D</td>
<td>5.3%</td>
<td>12.3%</td>
</tr>
<tr>
<td>Subcontractor E</td>
<td>7.6%</td>
<td>19.9%</td>
</tr>
<tr>
<td>Subcontractor F</td>
<td>10.0%</td>
<td>29.9%</td>
</tr>
<tr>
<td>Subcontractor G</td>
<td>20.0%</td>
<td>49.9%</td>
</tr>
</tbody>
</table>

In the above Example 1, Subcontractors F and G would be deemed significant subcontractors.

**Example 2:**

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Individual Subcontractor Percentage of Work</th>
<th>Cumulative Subcontractor Percentage of Work</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subcontractor A</td>
<td>1.0%</td>
<td>1.0%</td>
</tr>
<tr>
<td>Subcontractor B</td>
<td>3.4%</td>
<td>4.4%</td>
</tr>
<tr>
<td>Subcontractor C</td>
<td>3.5%</td>
<td>7.9%</td>
</tr>
<tr>
<td>Subcontractor D</td>
<td>6.0%</td>
<td>13.9%</td>
</tr>
<tr>
<td>Subcontractor E</td>
<td>6.1%</td>
<td>20.0%</td>
</tr>
<tr>
<td>Subcontractor F</td>
<td>8.2%</td>
<td>28.2%</td>
</tr>
<tr>
<td>Subcontractor G</td>
<td>9.0%</td>
<td>37.2%</td>
</tr>
</tbody>
</table>

In the above Example 2, Subcontractors E, F, and G would be deemed significant subcontractors.
A proposed Significant Subcontractor shall complete and submit Exhibits 2A, 2B, and 4 through 12 and provide the same supporting information that is requested from the Prime Offeror. Significant Subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP. Non-Significant Subcontractors shall complete and submit Exhibit 2C and, if applicable, Exhibits 2D, 10A and 10B, which should be included with the Prime Offeror’s Cost Volume proposal. However, Non-Significant Subcontractors may submit Exhibits 2C, 2D, 10A and 10B, if deemed proprietary cost data, under separate cover directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

The Cost Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Cost Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

1. Open the Cost Volume exhibits .PDF file in Adobe Acrobat DC.
2. Click on the Export PDF tool in the right pane.
3. Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
   a. Under the “Save As XLSX Settings” window, ensure that following selections are made:
      i. Under Excel Workbook Settings ensure “Create Worksheet for each Page” is selected.
      ii. Under Numeric Settings ensure “Detect decimal and thousands separators using regional settings.”
      iii. Under Text Recognition Settings ensure “Recognize text if needed” is selected.
   1. Ensure “English” is the selected language.
   b. Click “OK”
4. Click Export.
5. Name the Excel file and save it in a desired location.

Offerors, including proposed significant subcontractors, shall provide one separately packaged copy of their Cost Volume proposal marked “80GSFC18R0034/NASA Proposal Evaluation Material,” which the Government may use for audit support purposes.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

In order to establish the reasonableness and realism of the proposed costs, and the extent to
which costs reflect performance addressed in the Mission Suitability Volume proposal, each Offeror, including proposed significant and non-significant subcontractors, shall submit the required other than certified cost or pricing data (exhibits and supporting narrative) set forth in this provision. These data requirements differ by prime Offeror, significant subcontractors, and non-significant subcontractors, as indicated in Section (b) below.

(b) Cost Volume Proposal Format

(1) DIRECT AND INDIRECT RATE SUBSTANTIATION

Any Offeror proposing to use the incumbent workforce should review the incumbent labor rates provided in Attachment J, U.S. Department of Labor Wage Determination and Collective Bargaining Agreement (CBA) and Enclosure EE, Contract Historical Data, for those labor categories for which rates are provided, in order to better understand salary levels of the incumbent workforce. If the Offeror proposes direct labor rates for incumbent personnel that are lower than these provided rates, the Offeror should explain how they intend to attract and retain incumbent staff based on its Total Compensation Plan. Failure to provide supporting rationale for lower direct labor rates may result in cost realism adjustments to your proposal due to the application of rates the Government deems more realistic and supportable. For labor categories for which no incumbent labor rates were provided or for those labor categories to be filled with other than incumbent labor, provide the basis for the direct labor rates proposed. If salary surveys were used as the basis for the direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness and realism of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably/realistically estimated, that projections regarding future sales are fully supported and are reasonable/realistic in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more realistic and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).
The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company’s escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror’s current accounting system, clearly indicate how program management costs will be captured and charged on a task-by-task basis during performance of the contract.

(2) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES, for each Contract Year. The direct labor and indirect rates and fee percentages included in Attachment B are “not to exceed” bid rates for task estimation purposes. (Note: this “not to exceed” designation does not apply to the reimbursement of actual costs in task performance, but only to the pricing of task estimates and the negotiation of task values.) During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the “Task Ordering Procedure” and “Supplemental Task Ordering Procedures” clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the Statement of Work and should range from entry level to the most senior level.

In Attachment B, the Prime Offeror shall propose, by Contract Year, unburdened direct labor rates for all labor categories in Section 1; all rates or factors for Cost Estimating Relationships in Section 2; and all individual bid indirect rates in Section 3 clearly delineating Onsite and Manufacturing Onsite rates. Onsite is defined as NASA Goddard Space Flight Center. The Offeror’s fee percentage(s) included in Section 4 of the matrices shall be used to calculate the maximum available award fee for performing all task orders issued under the resultant contract. In Section 5, the Prime Offeror shall include a fully-loaded direct labor rate matrices for each Significant Subcontractor. In Section 6, provide Position Qualifications (PQs) for all Prime Offeror proposed direct labor categories specified in Section 1 and all subcontractors’ proposed direct labor categories specified in Section 5. Please note the Prime and subcontractor(s) are to insert company-specific PQs in Section 6. These should not be the GPM-specified Non-Management DL Position Descriptions (which are provided for GPM conversion and evaluation purposes only) if the Prime and/or subcontractor(s) are proposing to utilize their own, existing company-specific direct labor category titles and PQs. However, the
Prime and/or subcontractor(s) may propose direct labor category titles and PQs that match the GPM-Specified direct labor category titles and position descriptions if the Prime and/or subcontractors are establishing new, identical direct labor category titles and PQs within their company for this specific contract effort (versus utilizing their own, existing company-specific direct labor categories and PQs and converting/mapping their categories to the GPM-Specified direct labor categories in Exhibits 2A or 2C). In either case, the Offeror shall insert a PQ in Section 6 for each individual direct labor category listed in Sections 1 and 5.

The Prime Offerors’ and Significant Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 2A to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 1A) must match those proposed in Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES. Also, the Prime Offerors’ and Significant Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 2B must match those proposed in Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.

(3) GOVERNMENT PRICING MODEL (GPM)

To be completed by the Prime Offeror ONLY

Enclosure CC, GPM-Specified Non-Management Direct Labor Categories, Direct Labor Hours and Position Descriptions, contains the individual GPM-Specified Non-Management Direct Labor Categories, their respective Direct Labor Hours by each site location (Onsite and Manufacturing Onsite) and Contract Year, and Position Descriptions that the Government considers essential to perform task orders under this contract. The Prime Offeror ONLY shall complete Exhibit 1A, Government Pricing Model, for each Contract Year. The Prime Offeror shall include in Exhibits 1A, 1B and 1C all Subcontractors expected to perform under this contract. The Prime Offeror shall complete Exhibit 1A in accordance with the following:

- At the top of Exhibit 1A, the Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s) in Exhibit 1A that will be applied to the Subcontractor(s) GPM-Specified Non-Management Direct Labor Loaded Rates in accordance with the Prime Offeror’s current accounting system. Specify the Element of Cost (e.g., Material Handling and/or G&A and/or Fixed Fee) and the proposed Contract Year rate for each Element of Cost (indirect rates must match the respective Contract Year indirect rates in Exhibit 5).

- In Exhibit 1A, the Prime Offeror shall insert the GPM-Specified Non-Management Direct Labor Categories and respective Direct Labor Hours for each individual category from Enclosure CC into the applicable site location tables within Exhibit 1A (i.e., Onsite and Manufacturing Onsite). The Exhibit 1A individual GPM-Specified Non-Management Direct Labor Categories and respective Direct Labor Hours shall be populated from
Enclosure CC shall not be changed.

- In Exhibit 1A, the Prime Offeror shall insert the Prime Loaded Rate and/or Subcontractor Loaded Rate(s) for each respective GPM-Specified Non-Management Direct Labor Category into the respective categories. These loaded rates must match the Loaded GPM-Specified Non-Management Direct Labor Rates from the Prime and all Significant Subcontractors in the Exhibit 2A workbooks and all Non-Significant Subcontractors in the Exhibit 2C workbooks. The Prime Offeror may modify Exhibit 1A to delete or add additional Subcontractor columns, if necessary.

- Using the respective Prime Offeror loadings specified at the top of Exhibit 1A, the Prime Offeror shall calculate and insert the “Sub Loaded Rate w/Prime Loading” rates for each Subcontractor by GPM-Specified Non-Management Direct Labor Category. For example, if the Subcontractor’s Loaded Rate is $100 and the Prime Offeror’s bid loadings are G&A at 10% and Fixed Fee at 8%, the Sub Loaded Rate w/Prime Bid Loadings rate will be $118.80 \[\left(\$100 \times 110\%\right) \times 108\%\].

- For each GPM-Specified Non-Management Direct Labor Category in Exhibit 1A, the Prime Offeror shall insert the percentage of anticipated effort to be performed by the Prime and/or each Subcontractor. The Prime plus all Subcontractors Percent of Effort must total 100% for each GPM-Specified Non-Management Direct Labor Category.

- The Prime Offeror shall then add the results of multiplying the respective Percent of Effort against the Prime Loaded Rate and each Sub Loaded Rate w/Prime Loading Rate(s) to derive at the Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rate for each and every GPM-Specified Non-Management Direct Labor Category in Exhibit 1A.

- The Total Composite GPM-Specified (Prime/Sub) Non-Management Loaded Rates in Exhibit 1A for each GPM-Specified Contract Non-Management Direct Labor Category shall be multiplied against the respective GPM estimated direct labor hours for each GPM-Specified Non-Management Direct Labor category set forth in Exhibit 1A to derive the Total GPM-Specified Non-Management Direct Labor Costs for each Category plus the overall Subtotal GPM-Specified Non-Management Direct Labor Costs. There must be a composite rate totaling 100% for each and every GPM-Specified Non-Management Direct Labor Category in Exhibit 1A. In addition, the GPM estimated non-management direct labor provided for each labor category in Exhibit 1A (populated from Enclosure CC) shall not be changed.

- The Exhibit 1A individual GPM-Specified Non-Management Direct Labor Categories and respective Direct Labor Hours, populated from Enclosure CC, are based on a 40-hour work week with no uncompensated overtime.
• The Prime Offeror shall complete the Offeror Management and Administrative Hours/Costs Section of Exhibit 1A, filling in all anticipated program management and administrative support required for this effort and direct charged via Offeror (and/or subcontractor, if applicable) labor categories and hours (Exhibits 2B and 2D) in addition to any labor-oriented recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 7. The Prime Offeror shall then add all of the management and administrative proposed labor costs and labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Management/Administrative Labor Costs. For evaluation purposes, all Management Labor Costs shall be assumed Onsite and all Administration Costs shall be assumed Offsite.

• The Prime Offeror shall complete the Offeror Non-Labor Recurring ODCs and/or Cost-Estimating Relationship Costs Section of Exhibit 1A, filling in all Non-labor recurring other direct costs (ODCs) and/or cost estimating relationships (CERs) consistent with Exhibit 7. The Prime Offeror shall include the rate, how it was applied at a contract level, any further loadings and fee applied, and the resulting cost. The Exhibit 1A columns and formatting may be adjusted in this area as necessary to achieve clarity. The Prime Offeror shall then add all of the non-labor-oriented recurring ODCs/CERs to derive the Subtotal Offeror Non-Labor Recurring ODCs and Costs Estimating Relationship Costs.

• The following GPM-Specified Other Direct Costs (ODCs) are the Government’s best estimate of the unburdened ODCs that may be required to perform task orders under this contract by Contract Year (CY).

<table>
<thead>
<tr>
<th>Other Direct Cost (ODC)</th>
<th>CY1</th>
<th>CY2</th>
<th>CY3</th>
<th>CY4</th>
<th>CY5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Material</td>
<td>$11,784,080</td>
<td>$12,137,602</td>
<td>$12,501,730</td>
<td>$12,876,762</td>
<td>$13,250,209</td>
</tr>
<tr>
<td>Travel/Training</td>
<td>$816,351</td>
<td>$840,841</td>
<td>$866,067</td>
<td>$892,049</td>
<td>$917,918</td>
</tr>
</tbody>
</table>

• The Prime Offeror shall insert the above unburdened GPM-Specified Other Direct Costs (ODCs) into Exhibit 1B and complete an Exhibit 1B, Prime Offeror Loadings on GPM-Specified Other Direct Costs for each Contract Year. The Prime Offeror shall insert the Prime Offeror loadings (bid indirect rate(s) and/or fee(s)) in Exhibit 1B that will be applied against the GPM-Specified Other Direct Costs (ODCs) estimates, in accordance with the Prime Offeror’s current accounting system, to calculate the Prime Offeror Loaded ODC Costs for each Contract Year.

• The Prime Offeror shall complete Exhibit 1C, Summary of Government Pricing Model (GPM). The Grand Total Government Pricing Model value is a summation of the Subtotal GPM-Specified Non-Management Direct Labor
Costs (Onsite and Manufacturing Onsite); the Subtotal Offeror Labor-oriented Management and Administrative Costs; and Subtotal Non-Labor Recurring ODCs and Cost Estimating Relationship Costs in Exhibit 1A plus the Total Prime Offeror Loaded ODC Costs in Exhibit 1B.

(4) NON-MANAGEMENT DIRECT LABOR CATEGORY CONVERSION

Prime Offerors and all Significant Subcontractors included in Exhibit 1A shall complete Exhibit 2A, Non-Management Direct Labor Category Conversion. This exhibit shows how the Prime Offeror’s and Significant Subcontractors’ individual direct labor categories/rates are proportioned and converted to the GPM-Specified Non-Management Direct Labor Categories. Exhibit 2A summarizes the unburdened direct labor rates, bid indirect rates, and fee rate used to derive each Loaded GPM-Specified Non-Management Direct Labor Category Rate used in Exhibit 1A. Prime Offerors and all Significant Subcontractors shall complete a separate Exhibit 2A for each performance site (Onsite and Manufacturing Onsite) for which they are providing GPM-Specified Non-Management Direct Labor using the applicable bid rates for each site. The Offerors’ and Significant Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 2A to derive the loaded GPM-Specified Non-Management Direct Labor Category Rates (for Exhibit 1A) must match those proposed in Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES. When completing this Exhibit 2B, Prime Offerors and Significant Subcontractors must specify the applicable site (Onsite and Manufacturing Onsite) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated. (For instance, Prime Offerors and Significant Subcontractors should only propose a rate for the Designer IV in the Exhibit 2A designated “Onsite” since no “Manufacturing Onsite” hours are specified for this position.)

All Non-Significant Subcontractors included in Exhibit 1A shall complete Exhibit 2C, Non-Significant Subcontractor Non-Management Direct Labor Category Conversion. This exhibit shows how the Non-Significant Subcontractors’ individual direct labor categories/rates are proportioned and converted to the GPM-Specified Non-Management Direct Labor Categories. Exhibit 2C summarizes the fully-burdened subcontractor direct labor rates used to derive each Loaded Non-Significant Subcontractor GPM-Specified Non-Management Direct Labor Category Rate used in Exhibit 1A. All Non-Significant Subcontractors shall complete a separate Exhibit 2C for each performance site (Onsite and Manufacturing Onsite), for which they are providing GPM-Specified Non-Management Direct Labor using the applicable bid rates for each site. When completing this Exhibit 2C, Non-Significant Subcontractors must specify the applicable site (Onsite and Manufacturing Onsite) and provide rates only for those labor categories specified in Exhibit 1A for the site indicated. (For instance, Non-Significant Subcontractors should only propose a rate for the Designer IV in the Exhibit 2C designated “Onsite” since no “Manufacturing Onsite” hours are specified for this position.)

For each GPM-Specified Non-Management Direct Labor Category, a composite rate can be comprised of no more than 3 labor categories. If a composite rate is comprised of 2 or
more labor categories, the composite rate shall not contain any labor category with less than 25% of anticipated effort.

Please note that sample exhibits have been provided for completing Exhibits 2A and 2C. These sample exhibits shall not be included in the Offeror’s Cost Volume proposal submission.

(5) OFFEROR MANAGEMENT AND ADMINISTRATIVE LABOR

All Prime Offerors must complete and submit Exhibit 2B, Offeror Management and Administrative Labor, for all Prime Offeror proposed management and/or administrative labor categories included in Exhibit 1A. If any Significant Subcontractor management and/or administrative labor categories are also proposed in Exhibit 1A, the respective Significant Subcontractor shall also complete and submit Exhibit 2B. The Prime Offerers’ and Significant Subcontractors’ individual direct labor categories/rates and indirect rates used in Exhibit 2B must match those proposed in Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES. The Loaded Management and Administrative Bid Labor Rates derived in Exhibit 2B must match the Prime Offeror and/or Significant Subcontractor Loaded Management and Administrative Bid Labor Rates used in Exhibit 1A.

If any Non-Significant Subcontractor management and/or administrative labor categories are also proposed in Exhibit 1A, the respective Non-Significant Subcontractor shall complete and submit Exhibit 2D, Non-Significant Subcontractor Offeror Management and Administrative Labor. The Loaded Management and Administrative Bid Labor Rates derived in Exhibit 2D must match the Non-Significant Subcontractor Loaded Management and Administrative Bid Labor Rates used in Exhibit 1A.

For Exhibits 2B and 2D, all Offerors shall note that all Management labor categories shall be proposed using Onsite rates and all Administrative labor categories shall be proposed using Offsite rates.

(6) GOVERNMENT PRICING MODEL EXPRESSED IN ELEMENTS OF COST

All Prime Offerors shall complete Exhibit 3, Government Pricing Model by Elements of Cost, to include Direct Labor Hours, Direct Labor Dollars, Fringe Benefits (if separate), Overhead, Other Direct Costs, G&A and maximum available award fee. The Grand Total of Exhibit 3 shall match the GPM Grand Total of Exhibit 1C. Offerors may adjust the elements of cost to be consistent with your current accounting system.

(7) GPM BASIS OF ESTIMATES (BOE)

At the contract level, the Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the Program Management and Administrative Support and subcontracting. Emphasis should be placed on a description of the cost estimating processes and methodologies.
themselves, and how these relate to the technical approach described in the proposal.

For Program Management and Administrative Support, explain in detail how it is estimated. If direct, explain the estimating approach and assumptions (direct labor rates, hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

Describe how subcontracts were estimated and how determined reasonable. Please note if you have experience with the proposed subcontractor(s), if utilized. For any significant subcontract that has a potential estimated value in excess of the threshold stated in Section (a) instructions above, BOEs must be provided by that significant subcontract following the above specified format and shall comply with the BOE page limitations set forth in the “Proposal Preparation—General Instructions” provision of this RFP.

(8) CONTRACT SOURCE OF PERSONNEL

Exhibit 4 shows the Offeror’s plans to obtain the required personnel at the contract level. The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many will be obtained from the incumbent workforce, and how many will be newly hired for the first GPM Contract Year only.

(9) SUMMARY OF INDIRECT RATES

Exhibit 5 summarizes the Contractor Fiscal Year to Contract Year conversion for Overhead, G&A, and any “Other” indirect rates that the Offeror proposes in accordance with their current accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in Section 3 of Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.

(10) INDIRECT RATE EXPENSE POOLS:

Exhibit 6A Overhead Expense Pool

Exhibit 6A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, “Fringe Benefit Pool”. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to Contract Year.

NOTE: If a Joint Venture (JV) or prime contractor team is proposed, the actual expenses for the prior three years of both entities that comprise the JV or team must be provided in this exhibit; this portion cannot be left blank.

If more than one overhead pool is proposed, a separate Exhibit 6A shall be included for each pool. Include the rationale for multiple overhead pools. Examples of types of overhead expense pools include: Material Overhead, Manufacturing Overhead, Engineering Overhead, Field Service Overhead, Site Overhead.
Below are examples of typical costs found in an Overhead Expense Pool:

**Material Overhead:**
Acquisition (purchasing); inbound transportation; indirect labor; employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); receiving and inspection; material handling and storage; vendor quality assurance; scrap sales credits; inventory adjustments, etc.

**Operations Overhead (e.g., Manufacturing, Engineering, Field Service, and Site Operations):**
Indirect labor and supervision; perishable tooling (primarily in manufacturing overhead); employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); indirect material and supplies (e.g., small tools, grinding wheels, lubricating oils, etc.); fixed charges (e.g., depreciation, insurance, rent, property taxes, etc.); downtime of direct employees when not working on a specific contract (e.g., training, vacation pay, regular pay, sick leave pay, etc.); etc.

If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

**Exhibit 6B General and Administrative (G&A) Expense Pool**

**Exhibit 6B** shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to Contract Year. **NOTE:** If a Joint Venture (JV) or prime contractor team is proposed, the actual expenses for the prior three years of both entities that comprise the JV or team must be provided in this exhibit; this portion cannot be left blank.

If more than one G&A pool is proposed, a separate **Exhibit 6B** shall be included for each pool. Include the rationale for multiple G&A pools. G&A expenses are management, financial, and other expenses related to the general management and administration of the business unit as a whole. To be considered a G&A expense of a business unit, the expenditure must be incurred by, or allocated to, the general business unit.

Below are examples of typical costs found in a G&A Expense Pool:

- Salary and other costs of the executive staff of the corporate or home office
- Salary and other costs of staff services such as legal, accounting, public relations, and financial offices
- Selling and marketing expenses
- Corporate or home office expenses
Independent Research and Development (IR&D)
Bid and Proposal (B&P)
Other miscellaneous activities related to overall business operation

If the rates are negotiated forward pricing rates, furnish date of negotiation and with whom negotiated. If not negotiated, furnish explanation and basis of rates.

(11) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERs)

Offerors shall complete Exhibit 7 for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid based on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the basis of application and estimating approaches and assumptions. Please note that any Recurring ODCs and CERs listed in Exhibit 7 must match those proposed in Section 2 of Attachment B, DIRECT LABOR RATES, INDIRECT RATES, AND FEE MATRICES.

If any recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert “NONE” in this exhibit.

(12) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price order. Exhibits 8 and 8A shall be used to state the proposed price for the phase-in, which is expected to commence on or about August 1, 2019.

(13) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 9 summarizes the Offeror’s productive work year calculation. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(14) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Volume Instructions provision Subfactor B, the Offeror and all Significant and Non-Significant service subcontractors meeting the definition in paragraph (d) of NFS provision 1852.231-71, Determination of Compensation Reasonableness, shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, in Exhibits 10A containing the average of fringe benefit information for all the exempt labor categories, and Exhibit
10B containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR provision 52.222-46 for Non-Significant Subcontractors.

(15) DCAA AND DCMA INFORMATION

Offerors shall complete Exhibits 11A and 11B and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror’s business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provide is current and accurate.

(16) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Volume Instructions provision Subfactor C, the Offeror shall complete Exhibit 12, which provides a breakdown of the Offeror’s proposed goals, by small business category, expressed in terms of both a percent of the TOTAL IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. The proposed dollar value cited in both columns of Exhibit 12 shall be the same only the percentages will be different.

(End of Provision)

L.32 GSFC 52.215-230 PAST PERFORMANCE VOLUME (JUN 2014)

An Offeror’s past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror’s past performance as related to the requirements of the proposed contract.

(a) INFORMATION FROM THE OFFEROR

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of $14M that your company has had within the last 5 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $14M. Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation. The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 5 years of the RFP release date with a minimum average
annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of $50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of $16M, the Offeror shall provide relevant current/past contract references that have a minimum average annual cost/fee incurred at/above $4M (25% of $16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the Prime Offeror and each significant subcontractor. Indicate the primary functions (SOW, WBS, etc) to be performed by the Prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm’s proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the Prime Offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror’s performance record. *(Please verify the telephone numbers provided are current and correct).*

- Cage Code and/or DUNS Number of the contractor performing the work.

- Contract number, type, and total original and present or final contract value.
The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

A current five year contract that you are performing has a total estimated value of $100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was $43,500,000.

In this example, an Offeror would provide the following:

Current Contract Expenditures incurred to Date: $43,500,000

Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of $43,500,000 after 2 years and 4 months of performance.

Average Annual Cost/Fee Incurred to Date: $18,669,528 ($43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.

- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.

- Method of acquisition: competitive or noncompetitive.

- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.

- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.

- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.

- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.

- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).

- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).

- Statement of contract past safety performance and a record of your company’s OSHA recordable injuries and illnesses for the past 3 years.

- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) 
**PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)**

The Offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit 13 to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm’s performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor’s business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Contracting Officer below no later than the closing date of this solicitation designated in Block 9 of the SF 33:

NASA Goddard Space Flight Center  
Attn: Meredith Hart, Code 210.3  
Bldg 05, Rm W009  
Greenbelt, MD 20771  
Telephone: 301-286-1236  
e-mail: meredith.a.hart@nasa.gov

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors.
to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of provision)

[End of Section L]
SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

M.2 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement:

1. Acceptable OCI Avoidance Plan in accordance with Provision L.25

(End of provision)

M.3 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL (JAN 2014)

(a) Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

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

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

(b) Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.
(c) Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and the Past Performance Factor. As individual factors, the Mission Suitability Factor is more important than the Cost Factor which is more important than the Past Performance Factor.

(End of provision)

M.4 GSFC 52.215-310 MISSION SUITABILITY FACTOR (NOV 2017)

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The Offeror’s justification for the proposed resources will be considered in this evaluation. If the Offeror’s proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements and may significantly affect the Offeror’s Mission Suitability evaluation.

The Government may choose to incorporate any positive aspects of an Offeror’s approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An Offeror’s proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

(a) Mission Suitability Subfactors and Description of Each Subfactor

Subfactor A – Technical Approach

The Offeror’s approach to accomplishing the technical requirements of the scenario will be evaluated for reasonableness and effectiveness. The Government will evaluate the effectiveness of the Offeror’s proven efficiencies, or innovative methodologies including the management area. The Government will evaluate the effectiveness of the Offeror’s approach to maximizing technical performance and cost efficiency.

The Government will evaluate the reasonableness of any assumptions and rationale made in preparing a response to the scenario.

The Government will evaluate the reasonableness of the three top management and three top technical issues that could most impact the success of this integration and qualification testing program. The Government will evaluate the rationale for the order in which they are listed for reasonableness and effectiveness. The Government will evaluate the effectiveness and efficiencies of how the Offeror plans to manage or address each of these issues. The Government will evaluate any identified proven efficiencies and or innovative
methodologies from a managerial and engineering perspective for reasonableness and effectiveness.

The Government will evaluate the proposed plans to monitor and control costs during the execution of this Integration and Testing program scenario for reasonableness and effectiveness. The Government will evaluate the biggest challenges to the success of the proposed plans and strategy to manage or address these cost control challenges for effectiveness and efficiency.

Subfactor B – Management Approach

B.1 – The Government will evaluate the Offeror’s approach for managing the proposed work as specified in Section L.30(c), Subfactor B, Section B.1 for reasonableness, effectiveness, and efficiency.

B.2 – The Government will evaluate the Offeror’s strategy for using (or not using) any significant subcontractors and all areas of information as specified in Section L.30(c), Subfactor B, section B.2 for effectiveness in accomplishing the contract requirements.

B.3 – The Government will evaluate the Offeror’s management strategy pertaining to the Program Manager and all areas of information as specified in Section L.30(c), Subfactor B, section B.3 for reasonableness and effectiveness.

B.4 – The Government will evaluate the Offeror’s phase-in plan and all areas of information as specified in Section L.30(c), Subfactor B, Section B.4 for continuity, reasonableness, and effectiveness.

B.5 – The Government will evaluate the Offeror’s staffing plan and approach and all areas of information as specified in Section L.30(c), Subfactor B, Section B.5 for effectiveness, reasonableness, and completeness.

B.6 – The Government will evaluate the Offeror’s position qualifications and all areas of information as specified in Section L.30(c), Subfactor B, Section B.6 for adequacy, reasonableness, and effectiveness.

B.7 – The Government will evaluate the Offeror’s Total Compensation Plan (TCP) for reasonableness and effectiveness in accordance with FAR provision 52.222-46, “Evaluation of Compensation for Professional Employees” as specified in Section L.30(c), Subfactor B, Section B.7.

B.8 – The Government will evaluate the Offeror’s Quality Assurance Plan (QAP) and all areas of information as specified in Section L.30(c), Subfactor B, Section B.8 for completeness, efficiencies, and effectiveness.

B.9 – As specified in Section L.30(c), Subfactor B, Section B.9, the Government will evaluate the Offeror’s Safety and Health Plan to ensure that supplies and services are
furnished in a safe and healthful manner, and that the Offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The Offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy, comprehensiveness, and effectiveness of measures to protect life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy, comprehensiveness, and effectiveness of protection(s) for subcontractor employees for any proposed subcontract.

B.10 - The Government will evaluate the Offeror’s approach to using award fee and all areas of information as specified in Section L.30(c), Subfactor B, Section B.10 for effectiveness, completeness, and reasonableness.

Subfactor C – SMALL BUSINESS UTILIZATION (SBU)

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9 (Deviation)--Alternate II, “Small Business Subcontracting Plan,” applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

(a) Small Business Subcontracting Plan

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror’s proposed subcontracting goals for first tier subcontractors (overall subcontracting goals and individual subcontracting goals by 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. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be based on IDIQ MAXIMUM ORDERING VALUE.

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

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is “high technology” work as defined in NFS 1819.001. NASA also will
evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(2) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For Small Business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(3) NASA will evaluate the Offeror’s established or planned procedures and organizational structure for small disadvantaged business (SDB) outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For Other than Small Business 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.)

(4) NASA will evaluate the Offeror’s participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé’s ability to perform successfully under contracts and/or subcontracts.

(b) Evaluation Findings

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

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

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

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

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government

(c) Weights and Scoring

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

The weights (points) associated with each Mission Suitability subfactor are as follows:

<table>
<thead>
<tr>
<th>Subfactor A – Technical Approach</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subfactor B – Management Approach</td>
<td>250</td>
</tr>
<tr>
<td>Subfactor C – Small Business Utilization</td>
<td>100</td>
</tr>
</tbody>
</table>

Total: 1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of provision)

M.5 GSFC 52.215-323 COST EVALUATION FACTOR (JUN 2014)

The proposed costs of the Government Pricing Model and the rates proposed in Attachment B, DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES, will be assessed to determine reasonableness and cost realism. The cost evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B). Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of “cost realism analysis” and “probable cost”.

Both the "proposed and probable cost" will typically reflect the Offeror’s proposed fee amount. Proposed fee amounts will be corrected to resolve mathematical errors, if any. Proposed fee amounts will not be adjusted as a result of any cost realism adjustments to establish probable cost.

The total FFP Phase-In price and the proposed and probable Government Pricing Model evaluated cost (including proposed fee amount) will be presented to the Source Selection Authority as well as any cost risk associated with the proposal.

(End of provision)

M.6 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR (JUN 2014)

An Offeror’s past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for
both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “Offeror” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 5 years prior to the issuance of this RFP. Contracts completed more than 5 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least $14M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $14M. Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.

For a significant subcontractor’s contract reference(s) to be considered at least minimally “relevant”, it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term “content” means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.
The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above “recent” and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the Offeror does not have a record of “recent” and “relevant” past performance or if a record of past performance is unavailable. In such cases the Offeror will receive a “Neutral” rating. However, an Offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an Offeror with no relevant past performance information.

The Government will consider an Offeror’s explanation of any problems encountered on any identified contracts, and any corrective actions taken by the Offeror.

The overall confidence rating assigned to an Offeror’s Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

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

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeror’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; 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 with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with 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; fully responsive to contract requirements; 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; adequate results; 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 required in one or more areas; problems in one or more areas which adversely affect 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)

[End of Section M]