

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE 1	OF PAGES 89
2. CONTRACT NO.	3. SOLICITATION NO. NNA04049039J	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY NASA Ames Research Center Acquisition Division Attn: Lupe M. Velasquez, Code JAI, M/S 241-1 Moffett Field, CA 94035-1000		CODE JAI: 241-1	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in (see L.6) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Bldg. 241, Room 202**, until **1:00 PM (PST)** local time on _____.

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

10. FOR INFORMATION CALL:	A. NAME Lupe M. Velasquez	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (650) 604-4522 Fax: (650) 604-3020 e-mail: Lupe.M.Velasquez@nasa.gov
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SEE FOLLOWING PAGE

OFFER (Must be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
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24. ADMINISTERED BY (If other than Item 7) CODE M/S:241-1	25. PAYMENT WILL BE MADE BY NASA Ames Research Center Accounting Operations Branch, Mail Stop 203-18 Moffett Field, CA 94035-1000	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	1. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94) (FEB 1997)

(a) The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
01	Phase-in for Computational Sciences Research and Development Support as specified in Section F .3(a)	1	JB
02	Basic Services for Computational Sciences Research and Development Support for the base period as specified in Section F .3(b) including the Contract Data Requirements List (CDRL) but excluding phase-in.	1	JB

(b) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
03	Basic Services for Computational Sciences Research and Development Support for the first priced option period as specified in Section F.3(c) including the CDRL	1	JB

(c) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
04	Basic Services for Computational Sciences Research and Development Support for the second priced option period as specified in Section F.3(d) including the CDRL	1	JB

(d) Pursuant to Section I, Clause 52.217-9, "Option to Extend the Term of the Contract," (MAR 1989), if exercised, the contractor shall provide all resources (except as may be

expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the SOW.

<u>Item No.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>
05	Basic Services for Computational Sciences Research and Development Support for the second priced option period as specified in Section F.3(e) including the CDRL	1	JB

The government anticipates these services will range from \$16M to \$40M per contract year.

[End of Clause]

B.2 ESTIMATED COST AND AWARD FEE (NFS 1852.216-85)(SEP 1993)

BASE PERIOD

(a) Phase-in

The estimated cost of this contract for Item 01 is \$___TBD*_____.

(b) Basic Services for Computational Sciences Research and Development Support

The estimated cost of this contract for Item 02 is \$___ TBD _____. The maximum available award fee is \$___ TBD _____. Total estimated cost and maximum award fee are \$___ TBD _____.

FIRST OPTION PERIOD

(c) Basic Services for Computational Sciences Research and Development Support

If the option for Item 03 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$___TBD_____. The maximum available award fee is increased by \$___TBD _____. The total estimated cost and award fee are increased by \$_____TBD _____.

SECOND OPTION PERIOD

(d) Basic Services for Computational Sciences Research and Development Support

If the option for Items 04 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$_____. The maximum available award fee is increased by \$_____. The total estimated cost and award fee are increased by \$_____.

THIRD OPTION PERIOD

(e) Basic Services for Computational Sciences Research and Development Support

If the option for Items 05 in Section B.1 above is exercised, the estimated cost of this contract is increased by \$_____. The maximum available award fee is increased by \$_____. The total estimated cost and award fee are increased by \$_____.

The total estimated cost and award fee pool represent the contract ceiling. The actual award fee pool will be determined by the actual CTOs let. See Section G.2, Award Fee for Service Contracts (NFS 1852.216-76) (MAR 1998).

The contract ceiling is a cumulative value that is increased by each exercised option and spans over the entire life of the contract.

*To Be Determined (TBD)

[End of Clause]

B.3 CONTRACT FUNDING (NFS 1852.232-81) (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 \$_____TBD_____. This allotment is for Computational Sciences Research and Development Services and covers the following estimated period of performance: _____TBD_____.

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

[End of Clause]

[END OF SECTION]

SECTION C - STATEMENT OF WORK

C.1 STATEMENT OF WORK (ARC 52.211-93) (FEB 1997)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities and do all other things necessary for, or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Statement of Work entitled, "Computational Sciences Division Research and Development Services," dated **August 2004** incorporated in Section J, Attachment (a) A-1.

[End of Clause]

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (ARC 52.211-95) (ALTERNATE I) (FEB 1997)

(a) The contractor shall preserve, pack, and mark for shipment all items deliverable under this contract in accordance with good commercial practices and adequate to ensure both acceptance by common carrier and safe transportation at the most economical rate(s).

(b) The contractor's markings on shipping containers shall be clearly legible from a distance of 36 inches or as required by applicable regulations. The contractor may mark by stencil, rubber stamp, or lacquer over a coated gummed label.

(c) The Contractor shall place identical requirements on all subcontracts.

[End of Clause]

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

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

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

- <http://www.arnet.gov/far/>
- <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.246-3	MAY 2001	INSPECTION OF SUPPLIES – COST-REIMBURSEMENT
52.246-5	APR 1984	INSPECTION OF SERVICES – COST-REIMBURSEMENT
52.246-8	MAY 2001	INSPECTION OF R&D – COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

CLAUSE

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.246-72	AUG 2003	MATERIAL INSPECTION AND RECEIVING REPORT Insert in paragraph (a) “triplicate, original and two (2) copies”

[End of Clause]

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

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

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

<http://www.arnet.gov/far/>

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

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

F.2 DELIVERY SCHEDULE (ARC 52.211-91) (FEB 1997)

- (a) The contractor shall deliver hardware, software, data and services as required by individual task orders.
- (b) Unless specified otherwise, all hardware items shall be delivered to:
Ames Research Center
Receiving Dept. 255-3
Contract NNA05-___TBD_____
- (c) All documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

[End of Clause]

F.3 PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)

- (a) The Phase-In Period of this contract shall be for 60 days.
- (b) The Base Period of performance of this contract shall be for twenty-two months following the Phase-In Period.
- (c) If exercised, the first option period of this contract shall be for twelve months.
- (d) If exercised, the second option period of this contract shall be for twelve months.
- (e) If exercised, the third option period of this contract shall be for twelve months.

[End of Clause]

F.4 DELIVERY OF REPORTS (ARC 52.211-92) (FEB 1997)

Unless otherwise specified, all reporting deliverables as specified in Attachment (a) A-3, shall be addressed to NASA/Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer.

The Contractor shall include a completed Report Documentation Page (SF 298) as the final page of each report submitted. In addition, a reproducible copy and a printed or reproduced copy of the reports shall be sent to:

NASA Center for AeroSpace Information (CASI)
Attn: Accessioning Department
800 Elkridge Landing Road
Linthicum Heights, MD 21090-2934

[End of Clause]

F.5 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)

The contractor shall perform the work under this contract at NASA Ames Research Center and auxiliary facilities, and at such other locations as may be approved by the Contracting Officer.

[End of Clause]

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

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

[End of Clause]

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

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

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

<http://www.arnet.gov/far/>
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>
http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.227-70	MAY 2002	NEW TECHNOLOGY (applicable to large business subcontractors)
1852.227-72	JUN 1997	DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE Insert the following in Paragraph (a): Title: New Technology Representative Office Code: Code EP: 202A-3 Address: NASA-Ames Research Center Moffett Field, CA 94035-1000 Title: Patent Representative Office Code: Code DL: 202A-4 Address: NASA-Ames Research Center Moffett Field, CA 94035-1000
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-70	JUL 1997	CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
1852.245-71	JUN 1998	INSTALLATION-ACCOUNTABLE GOVERNMENT

PROPERTY (ALTERNATE I) (MAR 1989).

Insert the following in Paragraph (a):

"See NASA Procedures and Requirements (NPR) 4200.1E 'NASA Equipment Management Manual',

NPR 4200.2 'Equipment Management Manual for Property Custodians',

NPR 4300.1 'NASA Personal Property Disposal Policy', and

NPR 4310.4 'Identification and Disposition of NASA Artifacts'

1852.245-73 OCT 2003

FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS

Insert the following in paragraph (b)(3)

'NASA Ames Research Center, Installation Property Office'

[End of Clause]

G.2 AWARD FEE FOR SERVICE CONTRACTS (NFS 1852.216-76)(JUN 2000)

- (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 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 Ames Research Center Accounting Operations Branch will make payment based on issuance of unilateral modification by the Contracting Officer.
- (d) After 85 percent of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

- (e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in each contract task order issued. 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 50 percent of the pool 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. Provisional award fee payments will commence at the end of the third month of performance.
- (g) Award fee determinations are unilateral decisions made solely at the discretion of the Government.

[End of Clause]

G.3 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 1852.216-87) (MAR 1998)(MODIFIED ARC/FEB 1998)

- (a) Public vouchers for payment of costs shall include a reference to the contract number and the contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d)(3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.
- (b) Reporting Requirements Under Taxpayer Relief Act of 1997

- (1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.
 - (2) In order to comply with the Act, the contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the contractor and the Internal Revenue Service.
- (c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices
- (1) When authorized by the Defense Contract Audit Agency (DCAA), the contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.
 - (2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.
 - (3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (c)(3)(iii) below, need not be submitted.
- (d) The Contractor shall prepare and distribute cost vouchers as follows:
- (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.
 - (2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.
 - (3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the

memorandum block the names and addresses as follows and distribute to the respective addressees:

- (i) Original and three (3) copies:

Accounting Operations Branch
 NASA Ames Research Center
 M/S 203-18
 Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

- (ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NASA Ames Research Center
 Attn: Acquisition Branch, M/S 241-1
 Moffett Field, CA 94035-1000

- (iii) Copy 2 -- Auditor

Defense Contract Audit Agency

- (iv) Copy 3 -- Contractor

- (v) Copy 4 -- Contract Administration Office (if applicable), STAMPED "INFO COPY"

- (vi) Copy 5 -- NASA Equipment Management Branch, M/S 255-2, STAMPED "INFO COPY"

(For Contractor-Acquired Property and/or Centrally Reportable Equipment, if applicable -- see paragraph (4) below)

- (4) As authorized by FAR 52.216-7(a), the Contractor shall also include the following in its vouchers submitted for payment of costs incurred for any Contractor-Acquired Property or Centrally Reportable Equipment that has an acquisition cost exceeding \$1,000.00;

- (1) Date of Purchase
- (2) Purchase Order Number
- (3) Item Description
- (4) Quantity

(5) Purchase Price

"Centrally Reportable Equipment" is defined at NFS clause 1852.245-70.

- (e) Public vouchers for payment of fee shall be prepared similarly and be forwarded to:

Accounting Operations Branch
NASA Ames Research Center
M/S 203-18
Moffett Field, CA 94035-1000

NOTE: Provide one (1) copy to the NASA Contracting Officer, STAMPED "INFO COPY" at the address in paragraph (3)(ii) above.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

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

[End of Clause]

G.4 TECHNICAL DIRECTION (NFS 1852.242-70)(SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR) who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;

- (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority.

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

- (1) Rescinded in its entirety; or
 - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

[End of Clause]

G.5 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NASA 1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government

Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

- (a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.
- (b) General- and special-purpose equipment, including office furniture.
 - (1) Equipment to be made available is listed in Attachment (a) A-2. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.
 - (2) 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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.
 - (3) 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.
- (c) Supplies from stores stock.
- (d) Publications and blank forms stocked by the installation.
- (e) Safety and fire protection for Contractor personnel and facilities.
- (f) Installation service facilities: Duplicating and copying, library, fitness center, and general use printers.
- (g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (h) Cafeteria privileges for Contractor employees during normal operating hours.
- (i) Building maintenance for facilities occupied by Contractor personnel.
- (j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

- (k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

[End of Clause]

[END OF SECTION]

SECTION H – SPECIAL CONTRACTS REQUIREMENTS

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

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

- <http://www.arnet.gov/far/>
- <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>
- http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY AND SECURITY
1852.225-70	FEB 2000	EXPORT LICENSES Insert in paragraph (b) "Ames Research Center or any other NASA center"
1852.235-73	FEB 2003	FINAL SCIENTIFIC AND TECHNICAL REPORTS
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS (ALTERNATE I)(SEP 1989)(ALTERNATE II) (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

[End of Clause]

H.2 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)(ARC 52.203-91) (JUL 2001)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract to other NASA contractors and their subcontractors. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these contractors and subcontractors. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor. The assisting contractor and its subcontractors will be required by their contract or subcontracts to obtain nondisclosure agreements from their individual employees who may require access to the CBI to perform their responsibilities.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of Clause)

H.3 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)

(a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.

(b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.

(c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.

(2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.

(d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.

(e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

[End of Clause]

H.4 TASK ORDERING PROCEDURE (NASA 1852.216-80) (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 five (5) working days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For urgent requirements, the plan shall be submitted within two (2) working days.

(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 acknowledgment of receipt to the Contracting Officer within two (2) 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 were 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]

H.5 EMERGENCY PREPAREDNESS AND RESPONSE (ARC 52.223-90)(SEP 2004)

In the event of an emergency that requires a Level 1, 2, or 3 response, as defined in Section IV, Paragraph C, "Levels of Response," in the Ames Procedures and Guidelines Emergency Preparedness, Response, and Recovery Program (APG 1601.4), the contractor shall follow the emergency procedures (e.g., shut down equipment, conduct damage assessments, etc.) shown in Section IV, Paragraph B, "Responsibilities," of the Procedures and Guidelines. Responsibilities are assigned on an organizational basis; therefore, Contractors must refer to the section(s) of the APG that correlate with their respective COTR organization(s).

[End of Clause]

H.6 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (ARC 52.223-91)(APR 2004)

Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

DART Definition and Information

This 90-person team is comprised of civil service, contractor, Ames associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialist, industrial hygienist, safety professionals, heavy equipment operators,

administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten (10) functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, technical support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

H.7 ARC 52.223-92 CONTRACTOR MONTHLY ACCIDENT REPORTING (MAR 2001)

In accordance with the Safety and Health Clause - NFS 18.52.223-70, and the Ames Health and Safety Manual - APG 1700.1, the Contractor shall report accident and lost time injuries. Ames Research Center (ARC) collects this data in the Contractor Monthly Accident Reporting (CMAR) web-based system, through the submission of a monthly ARC 15 CMAR form which is located at <http://cmar.arc.nasa.gov/>. The CMAR system will assist the user via built in hyperlinks, to log into the system, complete the ARC 15 Form and other administrative activities.

The contractor shall ensure that accurate and complete data entry of the ARC 15 information is input monthly to the CMAR web-based system for its firm as well as all applicable subcontractors no later than the 10th day of the subsequent month. The contractor shall be responsible for input into the CMAR system of all changes (additions and/or deletions) for its applicable subcontractors.

(End of Clause)

H.8 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;
- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in

category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

[End of Clause]

H.9 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

(b) Data specifically used.

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

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

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

(c) Data first produced.

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

[End of Clause]

H.10 SEVERANCE PAY (ARC 52.231-90) (MAY 1993)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per employee up to a maximum of 80 hours per eligible employee. Severance cost eligibility computation for reimbursement shall also be limited to only the period of employment on-site at Ames Research Center. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment in place with the succeeding contractor within ninety (90) days after completion of the current contract.

[End of Clause]

H.11 KEY PERSONNEL AND FACILITIES (NASA 1852.235-71) (MAR 1989)

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

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

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

TBD _____

[End of Clause]

H.12 GOVERNMENT PROPERTY ACCOUNTABILITY (ARC 52.245-96)(FEB 1992)

Section G Clause 1852.245-73, "Financial Reporting of Government-Owned / Contractor-Held Property," is applicable and limited to the off-site property of the contract.

[End of Clause]

H.13 NON-PERSONAL SERVICES

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

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

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

H.14 AMES MANAGEMENT SYSTEM (AMS) COMPLIANCE

The Contractor shall ensure compliance with Government policies and procedures as

specified in the Statement of Work. The Contractor shall follow all applicable NASA Policy Guidance and Directives; comply with and support the Center's AMES Management System (AMS) Policy; and adhere to AMS systems documents (ARC Quality Manual, System Level Procedures, etc.). The Contractor may be subject to an AMS audit review to ensure compliance with these procedures.

[End of Clause]

[END OF SECTION]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

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

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

<http://www.arnet.gov/far/>

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

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA -

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
		MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT Insert "30 days" and "5 years" in paragraphs (a) and (c), respectively.
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATION ON SUBCONTRACTING
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$___TBD___" in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	CERTIFICATION OF NON-SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-9	AUG 2000	ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA - DESIGNATED PRODUCTS Insert in paragraph (b)(2), NASA/Ames Research Center, Environmental Services, Code QE, M/S 218-1, Moffett Field, CA 94035
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-3	JAN 2004	BUY AMERICAN ACT—FREE TRADE AGREEMENTS – ISRAELI TRADE ACT
52.225-8	FEB 2000	DUTY FREE ENTRY

CLAUSE NUMBER	DATE	TITLE
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	JUN 1997	PATENT RIGHTS – RETENTION BY THE CONTRACTOR (SHORT FORM) As modified by 1852.227-11 NASA FAR Supplement (OCT 1995)
52.227-14	JUN 1987	RIGHTS IN DATA—GENERAL (ALTERNATE III) (JUN 1987) As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.227-16	June 1987	ADDITIONAL DATA REQUIREMENTS
52.227-16	June 1987	RIGHTS IN DATA – SPECIAL WORK As modified by 1852.227.17 NASA FAR Supplement
52.227-19	JUN 1987	COMMERCIAL COMPUTER SOFTWARE— RESTRICTED RIGHTS As modified by 1852.227-19 NASA FAR Supplement
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) Insert “...on pages _____, ... proposal dated _____ upon which ...”
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- OTHER THAN CENTRAL CONTRACTOR REGISTRATION Insert “no later than 15 days prior to submission of the first request for payment.” in paragraph (b)(1).
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I)(JUN 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)(AUG 1998) Insert " _____ TBD _____ " in paragraphs (e) and (k).
52.244-5	MAY 2004	COMPETITION IN SUBCONTRACTING
52.244-6	JUL 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	APR 1984	PROPERTY RECORDS
52.245-5	MAY 2004	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)
52.245-19	APR 1984	GOVERNMENT PROPERTY FURNISHED "AS IS"
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.247-1	APR 1984	COMMERCIAL BILL OF LADING NOTATIONS
52.247-63	JUN 2003	PREFERENCES FOR U.S.-FLAG AIR CARRIERS
52.248-1	FEB 2000	VALUE ENGINEERING
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.204-76	JUL 2002	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES
1852.215-84	OCT 2003	OMBUDSMAN Insert "LEWIS BRAXTON III, at (650) 604-5068."
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.219-79	JUL 1997	MENTOR REQUIREMENTS AND EVALUATION
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE - LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.235-70	JUN 1998	CENTER FOR AEROSPACE INFORMATION
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS

[End of Clause]

I.2 PROCEDURE FOR PREPARATION AND APPROVAL OF FINAL REPORT (ARC 52.211-104) (MAR 1998)

(a) The editorial guidelines contained herein will be used to prepare contractor final reports for the Ames Research Center. The editorial guidelines are based in part on the practices contained in the NASA Publications Guide, NASA SP7047 (available from the National Technical Information Service, Springfield, VA 22161). Refer to DOD 5220.22M for classified information. Questions concerning the format for NASA contractor final reports should be addressed to the editorial staff of the Documentation Technology Branch (Code JIT). When a NASA contractor report is to be published, these guidelines constitute the recommended practices for contract final report preparation. Reports that do not follow these guidelines will be rejected. Failure to follow the established procedure will necessitate rework and may delay final payment in closing the contract, grant, or cooperative/interchange agreement.

(b) Five copies of the draft final report written according to NASA Ames Research Center guidelines will be prepared. The NASA Ames Contracting Officer will be notified in writing that the draft final report has been completed and transmitted. Four copies will be sent to the Contracting Officer's Technical Representative (COTR) and one copy will be sent to the appropriate editorial office (Code JIT, Mail Stop 241-13). The COTR will review the report for technical accuracy. These draft copies should be reproduced and assembled using the most economical means.

(c) The contractor will receive a letter from the Ames Contracting Officer containing the disposition of the draft report within 45 working days from the time the manuscript is received at the Center. If the COTR determines that the final report will be published as a NASA contractor report, the letter will transmit corrections/changes to be made and instructions to submit the camera-ready master and four copies of the corrected manuscript to the COTR. The COTR will prepare the necessary paperwork to accompany the camera-ready master to the editorial office in Code JIT.

(d) Format and Organization. The final report should be written in a readable and easily understood style. The writing style should be both logical and familiar to scientific and technical personnel. The final report camera-ready master shall be cleanly typed or computer generated on a laser printer (not a dot matrix printer) on opaque, 8 1/2- by 11-inch white paper. The page image area, including page numbers, shall not exceed 7-1/8 by 9-9/16 inches. Blank pages shall be avoided. The camera ready master should be prepared in a single-column format with a ragged right margin. The text shall be single-spaced to help reduce the overall size of the report, with appropriate but consistent spacing before and after headings, paragraphs, and mathematical formulas. Where practicable, tables and figures shall be integrated into the text at a point following the first reference. Where tables and figures are voluminous or their insertion unduly interrupts the flow of the text, they may be grouped in proper sequence following the references. Each page shall be numbered. The preferred location for page numbers is centered at the bottom of the page.

The recommended organization for the report is shown below:

Cover (prepared by the Government)
Title Page (prepared by the Government)
Table of Contents (if necessary)
Symbols and Abbreviations (may follow Introduction)
Summary
Introduction
Main Body of Text
Conclusions
Appendixes (if needed)
References
Tables (if not integrated in text)
Figures (if not integrated in text)

Deviations from the format and organization shall be made only with the prior consent of the Ames Contracting Officer. For questions concerning format, contact the appropriate publications office.

(e) Measurement Value. Measurement values in NASA contractor reports shall be expressed in a system of units appropriate to the particular discipline and to the intended audience. Usage shall be consistent throughout the document (text, tables, and figures). If it would be desirable to convert customary U.S. units to metric (S.I.) units, or vice versa, a conversion table may be included near the front of the report.

(f) Symbols and Abbreviations. Symbols and abbreviations shall be defined the first time they are used and/or included in a list of "Symbols and Abbreviations." This list should go after the table of contents or be included as an appendix.

(g) Copyright. Copyrighted data not first produced under the contract for which the report is to be delivered shall not be incorporated into the report unless the contractor (1) provides the Government a royalty-free, nonexclusive, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, copy, exhibit, and perform such copyrighted data; or (2) obtains the written permission of the Contracting Officer.

(h) Commercial Products. NASA policy is to not endorse or favor any specific commercial product, commodity, or service. Generic rather than trade names should therefore be used whenever possible. However, if the trade name provides useful information, it can be used. Credit should be given to the owner of the trade name, and care should be taken that the correct owner is specified. Product comparisons should not be made.

(i) References. References should be cited by name and date (e.g., Ander, 1971, 1972; Smith, 1974). In the reference list, the names are alphabetized. The correct citation is considered to be the responsibility of the author.

Material that is not obtainable or available shall not be listed as a reference. Likewise, the following shall not be used: limited-distribution documents, private

communications, in-house publications, and documents of NASA contracts published as in-house documents (i.e., they must be referenced as NASA contractor reports, not NASA contract numbers). Material which has been accepted (not merely submitted) for publication may be cited but must carry the parenthetical note: (to be published).

(j) Security. Security markings, when necessary, shall be consistent with DD Form 254, the directive issued by the Ames Security Officer, and shall conform to the requirements established in the DoD Industrial Security Manual and the NASA Handbook on Information Security. For questions concerning security classification, contact the Ames Research Center Security Officer.

(k) Illustrations. Illustrations must be clearly functional and related specifically to the subject matter. Illustrations shall not be used on covers or as purely decorative space fillers. (Color reproductions are not permitted unless they are necessary to the functional utility of the report and are determined to be so by the Center's Printing Management Officer.) Artwork of a quality suitable for reproduction must be submitted. Line illustrations must be prepared in black ink, or reproduction quality laser prints.

(l) Photographs. Black and white halftone prints shall be used. Since color prints do not reproduce well in black and white, they should not be used. Unnecessary and repetitious photographs should be avoided.

(m) Company Logos and Report Numbers. Company logos shall not be used on the cover of or within the report. The report shall not be printed on paper containing the company affiliations or company logo. Although company report numbers can be used on covers or title pages, they should not appear on internal pages or figures.

(n) Computer Printouts. Computer-produced material intended for use as masters must be cleanly printed out in black ink on opaque white paper. Computer graphics produced on "grid" paper shall not be submitted.

(o) Duplication and Distribution. When the final report is to be published as a high- or low-number NASA CR, the contractor will be asked to make corrections, provide a 200-word abstract and at least three key words or phrases, and submit four copies of the corrected manuscript to the COTR and one copy plus the camera-ready master to the appropriate publications office. (The camera-ready master should not be bound and should be carefully packaged to avoid damage in handling and shipping.)

(p) To comply with NASA printing requirements and cost considerations, final reports which are duplicated/reproduced by the contractor must conform to the standards as specified in NASA FAR Supplement Clause 1852.208-81, "Restrictions on Printing and Duplicating." Questions regarding these specifications should be addressed to the Ames Printing Management Officer at (650) 604-5827.

[End of Clause]

I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

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

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

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

(b) The Contractor shall--

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

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

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

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

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

[End of Clause]

I.4 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (MAY 1998) DEVIATION

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

(to be completed by the Contracting Officer at the time of award)

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of the ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

[End of Clause]

I.5 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (FAR 52.219-18) (JUN 1999) DEVIATION

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the

Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The *TBD [insert name of SBA's contractor] will notify NASA Ames Research Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

*To Be Determined

[End of Clause]

I.6 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APRIL 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 13 CFR Part 124 (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Clause]

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

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

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

	<u>Title</u>	<u>No. of Pages</u>
A-1	Statement of Work	20
A-2	Government Furnished Equipment	26
A-3	Contract Data Requirements List/Data Requirements Description	2
A-4	Safety and Health Plan	To be incorporated at time of contract award or subsequent modification
A-5	Phase-In Plan	To be incorporated at time of contract award or subsequent modification
A-6	Management Plan	To be incorporated at time of contract award or subsequent modification
A-7	Information Technology (IT) Security Plan	To be incorporated by modification

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

	<u>Title</u>	<u>No. of Pages</u>
B-1	Cost Proposal Exhibits	
	EXHIBIT 1 - Proposal Cover Sheet, JA 038	1

	<u>Title</u>	<u>No. of Pages</u>
	Cost proposal spreadsheet, consisting of the following worksheets (Attached):	1 spreadsheet
	EXHIBIT 2 - SUMMARY OF COST AND FEE	
	EXHIBIT 2A - SUMMARY OF COST AND FEE (by prime and major subcontractors)	
	EXHIBIT 3 - SUMMARY OF COST ELEMENTS (Total Program)	
	EXHIBIT 4 - SUMMARY OF RATES	
	EXHIBIT 5 - KEY PERSONNEL LABOR RATES	
	EXHIBIT 6 - PROPOSED STAFFING REQUIREMENTS	
	SCHEDULE A -DIRECT LABOR COST BY CONTRACT YEAR	
	SCHEDULE B - OVERHEAD EXPENSE SCHEDULE	
	SCHEDULE C - FACILITIES AND ADMINISTRATIVE EXPENSE SCHEDULE	
	SCHEDULE D - SUBCONTRACTS*	
B-2	FACILITIES CAPTIAL COST OF MONEY COMPUTATION (FORM CASB-CMF)	1
B-3	CONTRACT FACILITIES CAPITAL COST OF MONEY (DD form 1861)	2
B-4	Monthly Contractor Financial Management Reports (NF 533M)	2
B-5	Quarterly Contractor Financial Management Reports (NF 533Q)	2
B-6	Contractor Monthly Accident Report (ARC 15)	1
B-7	NASA initial Mishap Report (NF 1627A)	2

	<u>Title</u>	<u>No. of Pages</u>
B-8	Past Performance Questionnaire	5
B-9	Request for Assignment of a Commercial and Government Entity (CAGE) Code (DD Form 2051)	2
B-10	Estimated Staffing Matrix	1
B-11	Report Document Page (SF 298)	2
B-12	Request for New/Change ZREM Vendor Master Record	1
B-13	Request for New/Change Procurement KRED Vendor Master Record	1
B-14	ACH Vendor/Miscellaneous Payment Enrollment Form (SF 3881)	1

[End of Clause]

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989:
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

[End of Provision]

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

[End of Provision]

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

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

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

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

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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

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

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

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

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

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

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

[End of Provision]

**K.4 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1)(MAY 2004)
(ALTERNATE I) (APR 2002)**

(a)(1) The north American Industry Classification System (NAICS) code for this acquisition is 541710.

(2) The small business size standard is 1500 employees.

(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) Representations.

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

(2) *(Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) *(Complete only if offeror represented itself as disadvantaged in paragraph (b)(1) of this provision.)* The offeror represents as part of its offer that it is, is not veteran-owned small business concern.

(5) *(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.)* The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) *(Complete only if offeror represented itself as a veteran-owned small business concern in paragraph (b)(1) of this provision.)* The offeror represents, as part of its offer that –

- (i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13CFR part 126; and
- (ii) It is, is not a joint venture that complies with the requirements of 13CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *(The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.)* Each HUBZone small

business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) *Notice.*

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

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

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment;
and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(7) *[Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.]* The offeror shall check the category in which its ownership falls:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- Individual/concern, other than one of the preceding.

[End of Provision]

K.5 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

- (a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It has, has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;

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

[End of Provision]

K.6 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

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

[End of Provision]

K.7 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38)(DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause

[End of Provision]

K.8 Recovered Material Certification (FAR 52.223-4)(OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will at least the amount required by the applicable contract specifications.

(End of Provision)

K.9 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification is a prerequisite for

contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

- (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65:
- (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et. seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

[End of Provision]

K.10 BUY AMERICAN ACT CERTIFICATE (FAR 52.225-2) (JUN 2003)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(b) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

[End of Provision]

K.11 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (FAR 52.227-15) (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited

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

(c) The offeror has reviewed the requirements for the delivery of data or software and states (*offeror check appropriate block*)--

None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

NOTE: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights In Data-- General."

[End of Provision]

K.12 USE OF GOVERNMENT-OWNED PROPERTY (NFS 1852.245-79)(JUL 1997)

(a) The offeror does, does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror does, does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish --

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

(3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant reconversion costs, are included in its cost proposal.

[End of Provision]

[END OF SECTION]

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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. Also the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

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

http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE [DO-C9]
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.219-77	MAY 1999	NASA MENTOR-PROTEGE PROGRAM
1852.223-73	APR 2002	SAFETY AND HEALTH PLAN
1852.227-71	APR 1984	REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSE
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA

[End of Provision]

L.2 ESTIMATED STAFFING (SEP 2004)

The Government will provide estimated staffing levels required to perform this contract as an attachment in Section J Attachment (b) B-10. These estimates are provided for informational purposes only, and are not to be interpreted as a reflection of the Government’s intent for the future or an endorsement of past practices. The exact skill mix and work distribution are dependent on task or delivery orders issued after contract initiation. The offeror should propose their most efficient staffing plan which includes structure, skill mix, and work-years. The offeror should also provide fully supporting rationale and justification.

[End of Provision]

L.3 PROPOSAL PAGE LIMITATIONS (NFS 1852.215-81) (FEB 1998) (ARC MODIFIED MAR 2003)

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

Proposal Section	Limit	Copies
Volume I, Mission Suitability Proposal		
- Technical Understanding	Note A	Original and Seven (7) copies
- Management Plan	90 mins & 60 viewgraphs	Original sealed and Seven (7) copies
- Safety and Health Plan	No Limit	Original and Seven (7) copies
Volume II, Past Performance Proposal	Note A	Original and Seven (7) copies
Volume III, Cost/Price Proposal	No Limit	Original and Seven (7) copies

NOTE A: Technical understanding and past performance narratives have a combined limit of 50 pages which excludes resumes, past performance questionnaires, compensation and benefits packages.

(b) A page is defined as one side of a sheet, 8.5” x 11”, with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8.5” x 11” pages. The metric standard format closely approximating the described standard 8.5” x 11” size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information.

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

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

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

[End of Provision]

L.4 PROPOSAL PREPARATION – GENERAL INSTRUCTIONS (ARC 52.215-90)(MAR 2003)

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (c)(2) below.

(b) Oral Presentations. Oral Presentations will be used to submit one or more parts of the offeror's proposals. Offerors are cautioned to pay close attention to instructions in this provision, the general instructions for oral presentations, and specific instructions provided in L.5.

Offerors must submit their viewgraphs to the Government with their offers. Offerors may not change their presentation viewgraphs after this submission. The Government will furnish the viewgraphs (in their originally sealed package) to the offeror's presenters immediately before the start of the oral presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

Oral presentation media: Offerors shall use 8-1/2 inch by 11 inch overhead viewgraphs to provide visual support for their presentations. The Government will provide overhead projector and screen. Offerors may not use any other media. Offerors should mark viewgraphs in accordance with FAR 52.215-1(e) "Instructions to Offerors – Competitive Acquisition" as appropriate.

The oral presentation should specifically address each listed evaluation subfactor.

Within five (5) working days of the closing date of the RFP, the Offeror will be given the date, time, and place for an oral presentation to the Government. Oral presentation dates will start within 2 weeks after receipt of the proposals. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

The Government will randomly assign a presentation date for the Oral Presentation to each offeror submitting a responsive proposal received by the designated due date. The Government will pick random numbers from a “blind” receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen until the last, the numerical sequence of the firms scheduled to present will be established.

After assigning the sequence of the presentations, the Offeror will be notified with the scheduled time and place for the Oral Technical Presentation.

The Oral Technical Presentation will be recorded by the Government on a video recorder. The Government will provide its own recording equipment. A copy will be provided to the offeror.

The Government’s SEB members will be in attendance during the oral presentations.

(c) Format.

- (1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal should be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part.

Proposal Section	Limit
Volume I, Mission Suitability Proposal	
- Technical Understanding	Note A
- Management Plan	90 mins & 60 viewgraphs Presentation: 45 Mins Break: 15 mins Presentation: 45 Mins Proposal Clarification: unlimited (Note B)
- Safety and Health Plan	No Limit
Volume II, Past Performance Proposal	Note A
Volume III, Cost/Price Proposal	No Limit

NOTE A: Technical understanding and past performance narratives have a combined limit of 50 pages which excludes resumes, past performance questionnaires, compensation and benefits packages.

*NOTE B: Proposal clarification during the oral clarification period: The Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the offeror on any point which was not adequately supported in the oral proposal. Any such interchange between the offeror and the government will be for clarification only, and will not constitute discussion within the meaning of FAR 15.306(d)
The time required for clarification will not be counted against the offeror's 90 minute time limit.*

- (2) Include a cover letter with the proposal, attaching the completed representations, certifications and acknowledgments specified in Section K of the solicitation. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information:
- The names, telephone numbers, and email addresses of persons to be contacted for clarification of questions. If applicable, include documentation for teaming or other such business arrangements.
 - A written list of names, position titles, name of firm, US Citizenship or resident alien status, for individuals participating in the oral presentation.
 - A statement that the proposal is firm for a period of not fewer than 180 days.
 - A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to any of the terms and conditions.
 - A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the offeror. Include written acknowledgement of any solicitation amendments.
 - A completed Section B, "Supplies or Services and Price/Costs," with the proposed amounts inserted in the appropriate blank spaces.
 - A completed Standard Form 3881, "ACH Vendor/Miscellaneous Payment Enrollment Form"
 - Request for New/Change ZREM Vendor Master Record
 - Request for New/Change Procurement KRED Vendor Master Record
- (3) Address and forward the proposal package in accordance with the instructions specified on SF 33 Block 9.
- (4) Concurrent with the above submission, forward two (2) copies of the Cost/Price Proposal to the cognizant DCAA office marked "NASA Evaluation Material."
- (5) The pages, including overheads, of each proposal volume shall be numbered and identified with the offeror's name, RFP number, and date. Subsequent revisions shall be similarly identified to show revision number and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within

that volume. Tab indexing shall be used to identify sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Safety and Health plan, list figures, tables, and glossaries do not count against the page limitations for their respective volumes. Subcontracting plans, if required, are also excluded from the page count limitation. Further page limitations are set forth in this Section L at NFS 1852.215-81, "Proposal Page Limitations."

- (6) One electronic copy of Volume III or each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in Portable Document Format (PDF). The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW disks, with an external label indicating: (1) the name of the offeror, (2) the RFP number, and (3) a list of the files contained on the disk. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.
- (7) Proposals shall be submitted in a format that addresses all the evaluation factors. Information pertinent to the factors shall be included in their proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk management."
- (8) **BINDING AND LABELING:** Each volume of the proposal should be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet should be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data should be placed on the spine of each binder. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."
- (9) All proposal volumes shall be submitted to the above address **NO LATER THAN** the date and time in Block 9 of the SF33.
- (10) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive."

(d) Mission Suitability Proposal (Volume I)

- (1) Both technical and management information should be included in the Mission Suitability proposal. Do not include cost/price data, except for a schedule of

wages, salaries and benefits. The management plan should be presented in the oral portion of the proposals. A summary of the technical understanding may be included in the oral presentation as a supplement to understanding the management plan subject to the page and viewgraph limitations. The technical understanding and safety elements should be in the written portion of the proposal.

- (2) The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.

(e) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation. A summary of the past performance may be included in the oral presentation as a supplement to understanding the management plan subject to the page and viewgraph limitations. The full past performance proposal should be in the written proposal.

(f) Cost/Price Proposal (Volume III). Cost/price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L under provision 52.216-1, "Type of Contract."

[End of Provision]

L.5 PROPOSAL PREPARATION – SPECIFIC INSTRUCTIONS (ARC 52.215-91)(MAR 2003)

(a) Mission Suitability Proposal (Volume I). The Mission Suitability factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, detailed and complete. Offerors should not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to accomplishment of work. The evaluation will be based on the information presented (or referenced) in the written proposal. The proposal must specifically address each listed evaluation subfactor and/or element. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

INDEX OF MISSION SUITABILITY SUBFACTORS AND ELEMENTS

SUBFACTOR	ELEMENT
<i>1. Technical Understanding</i>	
<i>2. Management Plan</i>	

- a. *Staffing and key personnel*
- b. *Corporate Org Structure and Resources*
- c. *Management Approach*
- d. *Recruitment, Retention and Training*
- e. *Phase-In*

3. *Safety and Health*

Technical Understanding Subfactor

The offeror shall provide a narrative description in the offeror's own words on the scope and purpose of the proposed contract which demonstrates their understanding of the fundamental nature of the work being contracted, the requirements of the functions and tasks to be performed, the underlying technical areas and disciplines involved and the recognition of their critical aspects. The full narrative addressing each part of the SOW specifically Section 2.3 will be required to be in the written portion of the proposal. A summary of the technical understanding may be included in the oral presentation as a supplement to understanding the management plan subject to the page and viewgraph limitations.

The narrative shall identify and demonstrate a thorough understanding and knowledge of the different disciplines involved as specifically related to current and future research efforts supported by this contract. Exceptions taken to the SOW or innovative ideas proposed shall be justified by supporting rationale.

- 1.1 The offeror shall describe how it plans to meet each of the requirements defined in the Statement of Work, specifically addressing the requirements of each of the Technology Areas.
- 1.2 The offeror shall describe their approach to project management, basic and applied research, testing, integration, and deployment of unique systems.
- 1.3 The offeror shall identify and address possible risk areas associated with performance of the requirements of the SOW and approaches to be used to mitigate the impact of those risks.
- 1.4 The offeror shall describe its approach to ensuring technical quality and providing continuous quality improvement throughout the performance of the contract.
- 1.5 The offeror shall describe its approach to staying abreast of innovative technologies and adopting them where appropriate.

Management Plan Subfactor

The entire Management Plan, with the exception of the resumes for Key Personnel and complete benefit plans, will be required as part of the Oral portion of the Proposal. Only the resumes, references, and commitment letters for Key Personnel and complete benefit plans for offeror, teaming partners, and major subcontractors (defined as > \$10M over the life of the contract) will be allowed in the written portion of the proposal.

Staffing and Key Personnel

Staffing Plan

The offeror shall provide and discuss a proposed staffing plan, whether similar to historical or any changes/restructuring. The discussion should include plans for incumbent skill retention. The staffing plan should address flexibility for fluctuations of staff due to sudden or short-term changes in requirements.

On-site Organization structure

The offeror shall describe their proposed on-site organization structure, including technical and management responsibilities, lines of authority, and government interfaces. Also include any major subcontractors and teaming partners and their responsibilities, lines of authority, and government interfaces.

Key Personnel

Offerors shall propose which positions will be key, and describe the rationale for this selection. Include Position Descriptions, proposed individuals to fill those positions, summary qualifications, level of commitment from person and company. The proposed Program Manager, Business Manager, and a representative number of Key Personnel are required to attend as part of the oral portion of the presentation. The offeror shall discuss methods for backup of the key personnel on both a temporary and permanent basis. Submit a complete resume, two professional references, and signed commitment letters for each of the proposed key personnel.

Corporate Organization Structure and Resources

Corporate Organization Structure

The offeror shall describe their corporate organization structure, including interface to the proposed contract structure, lines of authority, reporting systems, and review procedures. Also include the same for any proposed major subcontractors and teaming partners. The offeror shall indicate the approval status of their purchasing system, property system, accounting system, and estimating system.

Corporate Resources Available

The offeror shall describe the corporate resources that will be available to support the contract through all phases. The offeror shall include technical and business assistance provided by corporate offices of the prime and major

subcontractors, including technical consultants, human resources, procurement, subcontracting, legal, and foreign national processing support.

Management Approach

Contract Management

The offeror shall describe their processes for managing the contract including contract modifications, handling changing environments, and problem resolution techniques.

Workload Management

The offeror shall discuss its approach to management of a fluctuating workload, management of small and large tasks, and simultaneous management of a large number of varied tasks.

Technical and Business Management of CTOs

The offeror shall describe the plan to be used to develop and to manage the execution of multiple task orders in a timely, efficient and cost effective manner. The offeror shall discuss the methods to be used to direct, control and report to the Government the technical and business aspects of CTOs. The offeror's proposed approach to implement task changes or corrective actions shall be discussed. The offeror shall outline proposed plans to manage costs and schedule, and prevent cost overruns.

Management of Subcontracts

The offeror shall present its plan for management of its subcontracts over the life of the contract. The plan shall include the types and amount of work to be performed in the subcontracts. The offeror needs to describe their process for initiating new subcontracts and vendor agreements, managing small vendors as well as large and with one time requirements and long-term relationships.

Recruitment, Retention, and Training

The offeror shall define their initial and on-going hiring plan, recruiting methods, and their record of recruiting and retention success for similar requirements. The offeror shall also submit their incentive plans for maintaining high employee motivation and morale. The training plan shall discuss on-going training, integration, and career development for all personnel. The offeror shall present plans to provide for short notice, rapid recruiting of experienced and qualified personnel, subcontracting arrangements and cross utilization of personnel. The offeror shall discuss methods and procedures for acquiring short-term employees and interns for short-duration projects. The offeror shall provide specific information regarding their processes for hiring and retaining uniquely qualified individuals, including senior researchers and foreign nationals with various immigration status (H1, J1, green card, etc.). The offeror shall include highlights/summaries of the compensation and benefit packages in the Oral portion

of the proposal, and complete detailed benefit and compensation package descriptions in the written portion of the proposal. This information shall be provided by the offeror and all proposed major subcontractors and teaming partners.

Phase-In Plan

The offeror shall submit a detailed phase-in plan describing the technical and managerial approaches that the contractor will take and a schedule of tasks to be completed to ensure minimal disruption and continuity of efficient service in starting the contract. The plan shall include a 60 day phase-in period. The plan shall address transition of management and personnel in all areas and shall demonstrate a reasonable expectation of implementation with minimum disruption to current projects. The plan shall address mitigation of risks to the Government beyond those that can be reasonably expected in a transition period.

Safety and Health Subfactor

The offeror shall submit a safety plan that conforms with all NASA and Federal regulations and guidelines. Safety items to be covered in the plan shall include:

- Statement of the policy and program goals concerning safety and health.
- Safety and health program management structure.
- The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- Procedures for certification of personnel performing potentially hazardous operations.
- Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- Method for reporting and investigating accidents (mishaps).

(b) Past Performance Proposal (Volume II). The goal of this area is to obtain information regarding the offeror and major subcontractors' relevant past performance specifically in the areas of technical performance, contract management, and other areas. Summaries/Highlights of this are allowed as part of the oral portion of the proposal, but all information shall be submitted as part of the written proposal as well. "Major subcontractors," for purposes of this solicitation, is defined as \$10M, covering a performance period of five (5) years. As a minimum, the Past Performance Proposal must include the following:

- (1) A list of relevant government and industry contracts, each in excess of \$10M, received in the past five (5) years, or currently in negotiation, involving types of related effort. These contracts should demonstrate the offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of the work.

- (a) For each cost-type contract identified above, specify and explain the amounts of cost growth, if any. Explain growth resulting from extensions to the period of performance; from work added to the scope of the contract; and from performance that cost more than originally predicted or estimated.
 - (b) Identify and explain any terminations for default and any environmental violations cited.
 - (c) List the date of the most recent reviews of your management system (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.
 - (d) Explain any schedule slips.
 - (e) Specific information is required from the offeror and proposed major subcontractors, and the offeror's and major subcontractors' past and active customers as identified in subparagraph (3)a. below.
- (2) The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. (An entity is defined as an organization such as a division or branch of a corporation, or a parent, subsidiary, or affiliates of the corporation. In some cases, this may be a single entity, in others, an offeror may elect to draw on resources from across the entire corporation. In the former case, the description of roles and responsibilities is relatively straightforward. In other cases, additional information will need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management and overall contract management) and other entities providing supplies or services in support of the performing entity.)
- (3) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, and Other Information.
- a. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, and other information shall be supplied by the offeror and major subcontractors for the reference contracts that are identified in the paragraphs below.

1. *Relevant Technical Performance.* The offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts that are identified in L.5(b)(1) to assist in the Government's evaluation on technical experience of the offeror and proposed major subs. The offeror shall provide a narrative review of their performance that includes the following as a minimum:

1. Compliance with technical requirements
2. Schedule compliance at the research project level
3. Ability to assess and re-assign staff based on technical performance
4. Contractor flexibility and effectiveness in dealing with changes to technical requirements
5. Competency of solutions to tasks
6. Innovative and resource efficient solutions
7. Key personnel performance
8. Problems encountered and the corrective action taken

2. *Contract Management.* The offeror and major subcontractors shall provide any contract management information for each of their reference contracts to assist in the Government's evaluation of the offeror's management experience. The offeror shall provide a narrative review of their performance that includes the following as a minimum:

1. The management of both small and large tasks as well as the simultaneous management of a large number of varied tasks
2. Record in conforming with the terms and conditions of contracts
3. Subcontract management
4. Interface with customers
5. Record related to the timely and fair implementation and/or negotiation of contract changes
6. Performance of the procurement system
7. Safety record
8. History of handling labor relation problems
9. The response to work (or task orders) as assigned and the completion of work plans
10. Completeness and timeliness of reports
11. Ability to attract high-caliber technical employees to address contract objectives
12. Ability to handle short turnaround on large tasks
13. Management of technology transfer
14. Training of technical staff on policies and procedures
15. Responsiveness of corporate management to contract problems

16. Extent of corporate management interaction in the regular operation of the contract
17. Qualifications of on-site contract management
18. Any overruns in direct and indirect overhead rates and their impact to overall cost performance
19. Historical Phase-In Staff Retention rates
20. What is the Corporate historical arrival and retention rates of proposed key personnel

3. *Corporate Structure.* The goal of this area is to obtain information regarding the offeror and major subcontractors corporate relevant past performance, and the relationship of the offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The offeror and major subcontractors shall provide any corporate structure information for each of its reference contracts to assist in the Government's evaluation. For all offerors that intend to team, the Government will specifically need information from the same past corporate working relationships proposed in the Management Plan section of the offeror's proposal. The offeror shall provide a narrative review of their performance.

4. *Other Information.* For all relevant contracts and for all NASA contracts completed within the last five years or active for at least one year, the offeror and major subcontractors shall:

- Provide certified financial statements for the past three years, including income statements and balance sheets.
- Provide SBA approved dollar support level, if appropriate.
- Describe significant awards and certifications. Identify what segment of the company received the award or certification, when it was received, and whether any certifications are still current;
- For Award Fee or Incentive Fee Contracts, provide the rating scale and the fee results by evaluation period;
- For each cost-type contract, specify the amounts of and explain the reason for cost underruns or overruns, if any. Specify the amounts and explain the reason for any cost savings or growth resulting from deletions or extensions to the period of performance, from work added/deleted to the scope of the contract, and from performance that cost more or less than originally predicted or estimated; and
- Provide examples of improved quality performance and the metrics used to measure the improvement;
- Identify and explain any serious performance problems, any termination for default, any environmental violations, and any safety violations cited.

b. Reference Information. The following information is to be supplied by each offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each offeror is responsible for assuring that the customers return questionnaires directly to the Government by the proposal due date. If the offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

1. Each offeror and major subcontractor shall complete Sections I and II of the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each active (underway at least one year) or recently completed (completed within the last *five* years) relevant NASA contract valued at or above the major subcontract threshold, and for each reference identified in paragraphs 2 and 3 below. The offeror must submit three copies directly to the Government at least 10 working days prior to the proposal due date.

2. Each offeror and major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of 7 relevant completed (completed within the last *five* years) or active (underway at least one year) NASA contracts, other relevant (federal, state, or local) government contracts, and relevant commercial contracts.

- (c) Cost/Price Proposal (Volume III). Proposed costs will be analyzed to determine the cost/price and associated risks of doing business with the offeror. If certification of cost or pricing data is required in accordance with Federal Acquisition Regulation 15.403, the successful offeror will be required to submit a Certificate of Current Cost or Pricing Data in the form set forth in FAR 15.406-2 prior to the execution of any contract to be awarded as a result of this solicitation. For proposal cost evaluation purposes, CLIN 6 (Additional Requirements) shall be priced at the average of the rates over the life of the contract. Cost/price proposals should, as a minimum, include the following information for the prime contractor as well as any subcontract valued at \$550,000 or more.

Attachment B-1 (Cost Proposal Exhibits)

- (1) *Exhibit 1: Proposal Cover Sheet.* A single page containing all the information specified in Section I, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown at FAR 15.408. JA Form 038 is an attachment to this solicitation and may be used to satisfy this requirement.
- (2) *Exhibit 2 and 2A: Summary of Cost/Price and Fee/Profit.*
 - a. Exhibit 2 includes the total cost, total fee, total cost plus fee, and a grand total broken out by phase-in period, individual contract years, total excluding phase-in period, and grand total. Identify, as a separate amount, any phase-in costs associated with the phase-in period and transition from the current contract requirements and staffing levels to those anticipated to fulfill the requirements of this RFP. Include the cost of administration, relocation, employee sign-on, training, retraining, and any other costs associated with the phase-in/phase-out plan. Phase-in costs should be fully explained and related to the phase-in/phase-out plan included in the offeror's Mission Suitability Proposal. Phase-in shall start on the effective date of the contract.
 - b. Exhibit 2A is similar to Exhibit 2 except that subcontractors of \$550,000 or more are broken out from the prime contractor's cost.
- (3) *Exhibit 3: Summary of Elements of Costs--Total Program.* This exhibit summarizes the elements of cost (excluding fee) by contract year for the various periods in the contract (basic and options). Details of the various elements of cost are to be shown in the schedules. For purposes of proposal submissions, the following chart of Other Direct Costs (ODCs) is provided for information purposes only.

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

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total Estimated Cost
Mat'l/Equip	50K	50K	50K	50K	50K	250K
Travel	280K	280K	280K	280K	280K	1,400K
Training	50K	50K	50K	50K	50K	250K
Total ODCs	380K	380K	380K	380K	380K	1,900K

All costs shown above for ODCs are exclusive of any indirect expenses. Therefore, unless it is not the offeror's normal accounting practice to do so, include these costs in the cost base used to compute the G&A expense. Identify all ODCs applicable to this requirement. Indicate the reasons for these costs and the basis for pricing. If amounts other than these provided above are proposed, the offeror shall provide sufficient detail to explain how the proposed amounts are derived.

(4) *Exhibit 4: Summary of Rates.* This exhibit reflects the overhead and G&A rates by contract year and offeror's fiscal year. Other burden rates (e.g., fringe benefits, material overhead) must be shown separately. This exhibit summarizes the offeror's fiscal year date from Schedule B and Schedule C for Overhead and G&A, respectively. Identify the offeror's fiscal year in the space provided (e.g., 12-31-03), and show the offeror's rates for its applicable accounting periods for the various contract years. Provide explanations for deviations of the contract rate from the fiscal year rates. Ceilings, if proposed, must be expressed as a percentage rate for each contract year.

(5) *Exhibit 5: Summary of Key Personnel Labor Rates.* This exhibit identifies all key personnel with their actual hourly labor rates shown as a current identified payroll date. For any individual not currently employed by the offeror, show the hourly labor rate at which the individual has agreed to be hired should the offeror be selected for contract award.

(6) *Exhibit 6: Proposed Staffing Requirement.*

- a. This exhibit shows how the offeror plans to obtain the required personnel for the first year of performance by identifying the number of personnel to be obtained (1) from within the company, (2) from the current incumbent(s), and (3) through new hires. For personnel to be obtained from within the company, provide current and proposed labor rates accompanied by an explanation of how the proposed rate was determined. For personnel to be obtained from the current incumbent(s) or through new hires, identify the source of the proposed labor rates. If key personnel are to be relocated to the San Francisco Bay Area, include associated costs.
- b. The offeror may choose to propose direct labor for the base and option periods utilizing historical information provided in this solicitation. Again, the information provided by the Government is FOR INFORMATION ONLY and is not intended to represent a binding requirement. Offerors are instructed to use this information only as a guide in proposal preparation.
- c. Identify the number of nonproductive hours per person per year. A nonproductive hour is an hour expended for non-work time such as vacation, holidays, sick leave, and other personal leave. State the number of hours for each of these elements. Explain how the nonproductive hours will be accumulated and charged. State policies for treating accumulated vacation and unused sick leave hours, as well as for their treatment at contract completion. Explain policies for overtime eligibility, the amount of overtime premium, and charging of premium. This includes the application of benefits (full or partial) to be applied to the overtime premium. Also explain, if applicable, treatment, rates, and cost for shift differentials.

(7) *Schedule A: Direct Labor Cost Summaries.* This schedule shows the direct labor cost by labor category for each contract year with the labor rates used to compute the cost. The projected labor rates must be based on current rates escalated for each year of contract performance. The following annual rates of escalation are recommended by NASA Headquarters, but are not mandatory. Provide rationale and justification for escalation rates proposed if different from the Government Rate of Change.

Fiscal Year	Rate of Change
2005	2.5%
2006	2.6%
2007	2.8%
2008	2.8%
2009	2.8%
2010	2.9%

(8) *Schedule B: Overhead Expense Schedule.* This schedule shows, by offeror's fiscal year, each item of expense included in the Overhead pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. If more than one overhead pool is proposed, a separate Schedule B must be included for each pool and appropriately identified. Provide the base for distribution and the amount of the base on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(9) *Schedule C: General and Administrative Expense Schedule.* This schedule shows, by offeror's fiscal year, each item of expense included in the G&A pool. In addition to showing projected expenses through the life of the contract, including all options, show the actuals for each of the prior three fiscal years. Provide the base for distribution and the amount of the base, segregated by firmed (backlog) and prospective business, on this schedule. If the rates are negotiated forward pricing rates, furnish the name of the Government agency with whom they were negotiated and the date of negotiations. If not negotiated, state the basis of the rates.

(10) *Schedule D: Schedule of Subcontracts.* This schedule summarizes the activity proposed to be subcontracted and includes all subcontracts that have an aggregate cost of \$500,000 or more. These subcontractors are required to submit all applicable cost exhibits and schedules specified in this RFP. Provide subcontract costs completely broken down by cost element for evaluation. In addition, provide the following information:

- a brief description of work to be subcontracted;
- number of quotes solicited and received;

- type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.);
- subcontractor selected and basis for selection; and
- cost or price analysis performed by the offeror.

(11) *Fee Schedule.* Submit the proposed award fee schedule. Provide rationale for the amount.

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

(13) *Facilities Capital Cost of Money.* The amount for Facilities Capital Cost of Money must be separately identified and computed in accordance with Cost Accounting Standards (CAS) 414. To claim this cost, the amount must be calculated using Forms CASB-CMF and DD 1861. (See Section J for attachments.) NOTE: When facilities capital cost of money is included as an item of cost in the offeror's proposal, it shall not be included in the cost base for calculating profit/fee. In addition, a reduction in the profit/fee objective will be made in the amount equal to the facilities capital cost of money allowed or one percent of the cost base, whichever is less. (See NFS 1815.404-471.5(a).)

[End of Provision]

L.6 TYPE OF CONTRACT (FAR 52.216-1)(APR 1984)

The Government contemplates award of a Cost-Plus-Award-Fee, zero base fee, completion form contract resulting from this solicitation.

[End of Provision]

L.7 SERVICE OF PROTEST (FAR 52.233-2)(AUG 1996)

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

Lupe M. Velasquez
NASA Ames Research Center
Mail Stop JAI: 241-1
Moffett Field, CA 94035-1000

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

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

The Internet addresses are as follows:

1. NASA Online Directives Information System (NODIS)
<http://nodis.hq.nasa.gov/Nodis1.1/Welcome.html>
2. NASA Ames Research Center's Computational Sciences Division
<http://ic.arc.nasa.gov/>
3. NASA Ames Management System
<http://ams.arc.nasa.gov>
4. Bureau of Labor Statistics National Compensation Survey (Salary Rates)
<http://stats.bls.gov/opub/cwc/cwchome.htm>
5. Bureau of Labor Statistics Major Occupational Groups (Labor Descriptions)
<http://stats.bls.gov/ocsm/comMoga.Htm>

[End of Provision]

[END OF SECTION]

SECTION M -- EVALUATION FACTORS FOR AWARD

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. Also the full text of a solicitation provision may be accessed electronically at these addresses:

- <http://www.arnet.gov/far/>
- <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>
- http://procure.arc.nasa.gov/Acq/Center_Clauses/Index.html

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (CFR CHAPTER 18) PROVISIONS

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
NONE		

[End of Provision]

M.2 EVALUATION APPROACH (ARC 52.215-104)(MAR 2003)

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Cost/Price (Volume III).

- (1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in Section C.
- (2) The Government may award a contract based on the initial offers received, without discussion of such offers. Accordingly, each offeror should submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

- (3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors should recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from offerors within the competitive range.
- (4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the offeror. Selection will be made in accordance with the evaluation criteria set forth below. Contract award will be made without subsequent discussions or negotiation.
- (5) The Source Evaluation Board (SEB) or Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority who will select the offeror he/she considers able to perform the contract in a manner most advantageous to the Government, all factors considered.

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

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

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists	91-100
Very Good	A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been	71-90

	found, and strengths outbalance any weaknesses that exist.	
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the offeror’s Mission Suitability proposal will be evaluated based on the offeror’s ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed technical approach and proposed total compensation to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost and performance or technical aspects.

- (2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the instant acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the offerors to the agency and other organizations as either a prime or subcontractor. It is given an adjectival rating, but is not numerically scored. The rating system that will be used by the Government to determine the adjectival rating for each offeror is as follows.

Definition of Adjectival Ratings

Excellent	Consistent record of exceptional past performance by the offeror and any proposed major subcontractors on work identical or very similar to the work requirements of the proposed contract. Many strengths and no
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	weaknesses.
Very Good	Consistent record of successful past performance by the offeror and any proposed major subcontractors on work identical or very similar to the work requirements of the proposed contract. Strengths far outweigh any weaknesses.
Good	Successful past performance by the offeror and any proposed major subcontractors on work similar to the work requirements of the proposed contract. Strengths outweigh any weaknesses.
Neutral	Neutral score. Assigned to offerors with no relevant past performance.
Weak	Weaknesses outweigh strengths.
Poor	Weaknesses far outweigh strengths.
Fails	Significant weaknesses with no strengths.

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

(c) **Mission Suitability Factor (Volume I).** The following evaluation subfactors will evaluate the offeror’s approaches to implementing the functions and specifications delineated in the Statement of Work.

Technical Understanding Subfactor

The offeror’s narrative description will be evaluated for their understanding of the fundamental nature of the work being contracted, the requirements of the functions and tasks to be performed, the underlying technical areas and disciplines involved and the recognition of their critical aspects.

The narrative will be evaluated for the offeror’s identification, understanding and knowledge of the different disciplines involved in the performance of the tasks, as specified in the SOW (Sections 2.3 and 2.4), and how these disciplines will be applied to current and future research efforts supported by this contract. Exception taken to the SOW as well as the supporting rationale for those exceptions and innovative ideas proposed will be evaluated for their validity, applicability, and potential benefit to the Government. Simply restating the Statement of Work (SOW) will be unacceptable and evaluated as such. The narrative evaluation will be based on:

- 1.1 The soundness, technical merit, innovativeness, efficiency, and effectiveness of the offeror's proposed plan for accomplishing the requirements of each of the Technology Areas within the Computational Sciences Division (Code IC);
- 1.2 The Offeror's understanding of the critical issues involved in project management, basic and applied research, testing, integration, and deployment of unique systems;
- 1.3 The completeness and validity of the offeror's identification of critical or high risk areas (with respect to accomplishing the objectives of work) in this contract, and the efficiency and effectiveness of the offeror's proposed approach to mitigating the impact of those risks and ensuring success;
- 1.4 The realism, effectiveness and innovativeness of the offeror's proposed approach to ensuring technical quality and providing continuous quality improvement; and
- 1.5 The effectiveness of the offeror's approach to staying abreast of innovative technologies related to the research discussed in the SOW as well as the approach to incorporate such technologies.

Management Plan Subfactor

Staffing and Key Personnel

Staffing Plan

The offeror's staffing plan will be evaluated for its likelihood of successfully acquiring qualified personnel in a timely manner as well as the flexibilities in addressing the fluctuations of task and staffing requirements.

On-site Organization structure

The offeror's proposed on-site organization structure will be evaluated for its applicability to the anticipated type of work described in the SOW in terms of innovativeness, efficiency and effectiveness in terms of management responsibilities, lines of authority and government interfaces.

Key Personnel

Proposed key positions, the rationale for the selections and the skills required will be evaluated for importance and relevance. The evaluation will also consider the responsibilities and lines of authority established and position description for each key position. The rationale for the selections, qualifications and resumes of those individuals proposed to fill these positions will be evaluated for appropriateness. The two professional references will be contacted and their comments taken into consideration. The degree of commitment and percentage of time the key personnel will commit to this effort will be evaluated for its benefits to the government. The

offeror's key personnel back-up plan will be evaluated for its seamlessness to the government.

Corporate Organization Structure and Resources

Corporate Organization Structure

The Government will evaluate the relationship of the entity submitting the proposal to the entity which will perform the work under the contract, if the entity submitting the proposal is other than the entity expected to perform the contract. The Government will evaluate the involvement of all proposed entities that will participate in the contract, with a cumulative value over the life of the contract in excess of \$550,000.

The Government will evaluate the entities that have authority, and/or an ability to impact performance over the performing entity. The Government will evaluate the existence and composition of any local office proposed to support this work. The review of the offeror's corporate structure will allow the Government to evaluate the position of the offeror in relation to its overall corporate management hierarchy and to gain insight into the lines of authority to which the offeror will be subjected during the performance of the contract. The corporate structure evaluation will favor offerors that display evidence of operations free from an unwarranted number of intrusive, day-to-day work hindering decisions from an entity other than the entity which is to perform the work under this contract. In doing so, the Government will be looking for entities that will be able to function relatively autonomously, free from decisions made by "outside" entities that would have negative impacts on satisfying task or contract requirements. If the Government does not see evidence of this type of autonomy, it will consider the degree and effectiveness of authority that another entity will have and exert over the entity that will be performing the work under this contract.

The Government will also evaluate the approval status of the following contract systems: purchasing system, property system, accounting system, and estimating system.

Corporate Resources Available

The Government will evaluate the extent of the offeror's corporate resource base. The evaluation will consider the offeror's present ability and corporate commitment to support such things as rapid staff fluctuations of other than key personnel and the provision of other necessary services, facilities and equipment. The procedure for gaining access to these resources and the lead time involved will be evaluated for their effect on accomplishing tasks in a timely manner. Benefits to the government from these identified resources and their accessibility will be evaluated for cost, schedule, and technical gains.

An evaluation will also be made on the company's resources available beyond those of the on-site staff and the site manager's authority to access, allocate, and control those resources. It will consider the offeror's present ability, commitment, and timeliness to supply such things as technical support, material procurement, travel arrangements,

subcontracting services, recruitment support, foreign national processing, management audits and other corporate services which may assist or augment on-site capability when needed.

Management Approach

Contract Management

The offeror's proposed plan for contract modifications, handling changing environments, and problem resolution in contract management will be evaluated for reasonableness, effectiveness and timeliness.

Workload Management

The offeror's approach to managing fluctuating workloads, both small and large tasks, and a large number of varied tasks simultaneously, will be evaluated for its reasonableness and effectiveness. The evaluation will consider the plan's efficiency and response time to compensate for workload fluctuations.

Technical and Business Management of CTOs

The Government will evaluate the proposed technical and business management procedures to be used to direct, control and report on the CTOs for its ability to support numerous tasks, its effectiveness and efficiency. With regard to both technical and cost data, the offeror's proposed system for providing information to the NASA technical monitor (task requester) will be evaluated. The offeror's proposed approach to implement changes due to project requirements changes, or implement corrective actions based upon task performance, will be evaluated. Evaluation of the offeror's proposed plan to manage costs and schedules will be based on reasonableness, perceived effectiveness, and appropriateness of the plan relative to the degree of risks.

Management of Subcontracts

The offeror will be evaluated for the compliance, efficiency, and effectiveness of proposed subcontracting and cooperative business arrangements, their operational and technical benefits to NASA and the effectiveness of the proposed approach for managing these arrangements to assure that the Government obtains a quality product and service. The offeror will be evaluated on the types of work and amount of work proposed to be performed by subcontractors. The offeror will also be evaluated for their decision to acquire and the ability to manage small vendors in response to task requirements.

Recruitment, Retention and Training

The offeror's employee recruiting plans and methods and employee retention and training plans will be evaluated for their effectiveness in insuring a highly motivated, high quality staff without impact to mission requirements. The offeror's internal training, mentoring and career development plans, as well as other policies and incentives, will be evaluated for their effectiveness in and contribution to employee retention, morale, productivity and growth and development. Plans to perform short

notice, rapid recruiting of experienced and qualified personnel, subcontracting arrangements and cross utilization of personnel will be evaluated for their effectiveness in meeting changing requirements of the contract while maintaining other projects' stability. Proposed methods and procedures for acquiring highly specialized personnel for specific projects that may have a defined period of performance of less than one year will be evaluated for their realism and effectiveness. The offeror's plan for overcoming anticipated staffing difficulties will be evaluated for its effectiveness, resourcefulness and likelihood of success.

The offeror's total compensation plan for professional employees (defined in Part 541 of Title 29, Code of Federal Regulations) will be evaluated (Prime and Subcontracts). In evaluating the proposed total compensation plan, consideration will be given to:

1. The appropriateness and reasonableness of the offeror's proposed compensation.
2. The effect the proposed compensation will have on recruiting and retaining of professional employees.
3. The offeror's plans to provide incentives to motivate professional employees to achieve excellence.

Offerors proposing uncompensated overtime should review NFS 1852.237-72.

Failure to identify the proposed costs of benefits and the cost elements in which the benefits proposed will be charged will be considered a weakness. The offeror's proposed employee performance standards, methods and schedule for evaluating and maintaining performance at those standards, and employee performance incentives will be evaluated for effectiveness.

Phase-In Plans

The phase-in plan will be evaluated for completeness, reasonableness, efficiency, effectiveness, and risks beyond what can be reasonably expected in a transition period to the Government. The offeror's estimate of the number of incumbent employees that may be hired, the rationale for the estimate, and the continuity or replacement of employee benefits will be evaluated for reasonableness.

Specifically, the offeror's plan for ensuring that a successful transition occurs between the incumbent and a potential successor contractor will be evaluated for its likelihood of success.

Safety and Health Subfactor

The Government will evaluate that the offeror's proposed safety plan is effective, compliant with NASA standards and includes the appropriate communication requirements to staff.

(d) **Past Performance Factor (Volume II)**

(1) By acquiring and reviewing information from a variety of sources, the Government will evaluate each offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offerors and major subcontractors. Specifically, the Government will obtain information on past and current performance regarding relevant technical performance and contract management.

(2) By reviewing references of past and active relevant technical performance, the Government will evaluate the offeror's and major subcontractors' experience level in work that is similar in complexity and function as will be performed under this contract. The past relevant technical performance review will allow the Government to evaluate the depth of the offeror's and major subcontractors' experience, whether newly acquired or established over time. The technical review will also allow the Government to evaluate the degree of successfulness with which the offeror and major subcontractors have satisfied technical requirements of projects on past and active contracts.

(3) A review of offerors' and major subcontractors' performance of past and active contract management will allow the Government to evaluate the effectiveness, timeliness, and successfulness of in-place procedures and processes in the areas of contract, subcontract and task management, human resources, procurement, and subcontracting. The Government evaluation will favor evidence of past and present contract management performance that displays simple and efficient procedures and processes as opposed to those that are tedious and overly burdensome. The evaluation will include a human resources review that will look for a record of retention of a stable, technically qualified, motivated work force, with allowances for fluctuations in the work force. The efficiency of the offeror's procurement system will be evaluated, favoring those that reflect expeditious procurements that meet Government procurement regulations.

(4) The review of the offeror's corporate structure will allow the Government to evaluate current and past performance that was affected by the position of the offeror in relation to its overall corporate management hierarchy and to gain insight into the lines of authority to which the offeror has been subjected during the performance of contracts. The corporate structure evaluation will favor offerors that display evidence of operations free from an unwarranted number of intrusive, day-to-day work hindering decisions from an entity other than the entity which is to perform the work under this contract. In doing so, the Government will be looking for entities that will be able to function relatively autonomously, free from decisions made by "outside" entities that would have negative impacts on satisfying task or contract requirements. If the Government does not see evidence of this type of autonomy, it will consider the degree and effectiveness of authority that another entity displayed and exerted over the entity that will be performing the work under this contract. In this case, the evaluation may consider the performance

record of both entities. The evaluation will consider performing entities that exhibit little or no authority over their own operations as unacceptable.

(5) The Government reserves the right to evaluate past performance information from subcontractors other than major subcontractors that may be deemed critical by the Government, and from entities that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

(6) If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

(7) Other Information:

a. Past Performance Evaluation Criteria. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Structure. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

1. *Relevant Technical Performance.* The Government will review recent and active contracts to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. Also, the Government will review relevant recent and active contracts and assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. In evaluating technical performance, consideration will be given to the following:

1. Compliance with technical requirements
2. Schedule compliance at the research project level
3. Ability to assess and re-assign staff based on technical performance
4. Contractor flexibility and effectiveness in dealing with changes to technical requirements
5. Competency of solutions to tasks
6. Innovative and resource efficient solutions
7. Key personnel performance
8. Problems encountered and the corrective action taken

2. *Contract Management.* The Government will evaluate the offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general

trends in performance of the offeror and major subcontractors. In evaluating contract management, consideration will be given to the following:

1. The management of both small and large tasks as well as the simultaneous management of a large number of varied tasks
 2. Record in conforming with the terms and conditions of contracts
 3. Subcontract management
 4. Interface with customers
 5. Record related to the timely and fair implementation and/or negotiation of contract changes
 6. Performance of the procurement system
 7. Safety record
 8. History of handling labor relation problems
 9. The response to work (or task orders) as assigned and the completion of work plans
 10. Completeness and timeliness of reports
 11. Ability to attract high-caliber technical employees to address contract objectives
 12. Ability to handle short turnaround on large tasks
 13. Management of technology transfer
 14. Training of technical staff on policies and procedures
 15. Responsiveness of corporate management to contract problems
 16. Extent of corporate management interaction in the regular operation of the contract
 17. Qualifications of on-site contract management
 18. Any overruns in direct and indirect overhead rates and their impact to overall cost performance
 19. Historical Phase-In Retention rates
 20. What is the Corporate historical arrival and retention rates of proposed key personnel
3. *Corporate Structure.* The Government will evaluate the offeror's and major subcontractors' corporate relevant past performance, and the relationship of the offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offeror and major subcontractors. The Government will evaluate the impact of the offeror's, major subcontractor's, and other entities' decisions.
4. *Other Information.* The Government will also evaluate the following for all relevant contracts:

1. Certified Financial Statements for past three (3) years, including Income Statements and Balance Sheets.
2. SBA approved dollar support level, if appropriate.
3. Significant awards and certifications
4. Award fees and incentive fees for contracts that are on current contracts or on contracts completed in the last three years.
5. The reasons for cost underruns or overruns, if any.
6. Improved quality performance and the metrics used to measure the improvement.
7. Any serious performance problems, termination for default, environmental violations, or safety violations cited.

b. Past Performance Adjectival Ratings. The Government will obtain past performance information from other sources such as the various Past Performance Databases and the Past Performance Questionnaires. The Government will evaluate this information in accordance with the criteria above and assign strengths and weaknesses. The results of this evaluation will be consolidated into an adjectival rating.

(e) **Cost/Price Factor (Volume III)**

- (1) The offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic.
- (2) The Government will evaluate the realism of each offeror's proposed costs to ensure the offeror understands the magnitude and complexity of the effort. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of solicitation requirements, and reflect a sound approach to satisfying those requirements. This assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. Cost information supporting a cost judged to be unrealistic and the technical/management risk associated with the proposal will be quantified by the Government evaluators and included in the assessment for each offeror.
- (3) The results of the assessment described above will be the following:
 - a. A determination of the Probable Cost (PC) of the offeror's proposal, computed by the Government for the basic requirements (basic award) and all options. The PC shall be established by the Government's estimate of anticipated performance costs plus any fee proposed.
 - b. Probable costs will be given a confidence level rating of "High," "Medium," or "Low." The confidence rating will be based on the evaluators' assessment of the

offeror’s ability to meet the requirements identified in the Statement of Work, based on the approach and total cost and fee contained in its proposal.

- c. The evaluators will substantiate each confidence rating.
- d. Adjustments to the Mission Suitability scores will be made, if appropriate, as follows:

Proposed and Probable Cost Difference	Point Adjustment
+ 0.0% to 10.0%	0
+ Greater than 10.0% and Less than 20%	Percentage difference squared, minus 100
+ Greater than or Equal to 20%	300

For example, should the vendor have a cost difference of 10%, there will be a zero adjustment to their mission suitability score. But if the cost difference is 11%, then there will be a $(11)^2 - 100 = 21$ point adjustment. The maximum adjustment would be applied at 20% difference and greater.

The percentage for determining the Mission Suitability cost realism adjustment is computed by dividing the difference between the offeror's proposed and probable cost, by the proposed cost.

- (4) Evaluation of options shall not obligate the Government to exercise such options.

[End of Provision]

M.3 WEIGHTING AND SCORING (ARC 52.215-105)(MAR 2003)

(a) The essential objective of the proposal process is to identify and select a contractor able to successfully meet the Government’s needs in the manner most advantageous to the Government, all factors considered. The relative probabilities of offerors to accomplish this will be judged by evaluation of specific factors. These factors are described in Clause 52.215-104 (Evaluation Approach).

(b) The Mission Suitability Factor will be rated by adjectives and numerical system established below. The other factors (i.e., Past Performance and Cost/Price) are not similarly scored. Past Performance is assigned an adjectival rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made if appropriate, and a confidence level rating will be assigned. There is no quantitative formula for making trade-offs or correlations between mission suitability points and probable cost dollars. The Source Selection Authority will make his/her decision on the basis of an integrated assessment of all factors. The Source Selection Authority will not be bound to accept the scores, the ratings, or any other evaluation findings, of the SEB or SEC.

(c) Of the evaluation factors identified above, Mission Suitability is most important. Past Performance is slightly less important than Mission Suitability. Cost is weighted significantly less important than Mission Suitability and Past Performance combined. Offerors shall note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

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

SUBFACTORS	WEIGHT
Management Plan	625
Technical Understanding	350
Safety	25
TOTAL	1,000

[End of Provision]