

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING DO-C-9	PAGE 1	OF PAGES 104
2. CONTRACT NO.	3. SOLICITATION NO. NNA08220778R-AMA	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200220778	
7. ISSUED BY NASA Ames Research Center Attn: JAC; M/S 227-4 Ronnee R. González Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO (If other than Item 7)			

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

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand-carried, in the depository located in **Bldg. xxx, Room xxx** until **1:00 PM** local time .

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

10. FOR INFORMATION CALL:	A. NAME Ronnee R. González	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-4386	C. EMAIL ADDRESS Ronnee.R.Gonzalez@nasa.gov
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(✓) SEC.	DESCRIPTION	PAGE(S)	PAGE(S)
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A	SOLICITATION/CONTRACT FORM		I CONTRACT CLAUSES
B	SUPPLIES OR SERVICES AND PRICE/COST		OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.
C	DESCRIPTION/SPECS./WORK STATEMENT		ATTACHMENTS
D	PACKAGING AND MARKING		REPRESENTATIONS AND INSTRUCTIONS
E	INSPECTION AND ACCEPTANCE		K REPRESENTATIONS, CERTIFICATIONS
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G	CONTRACT ADMINISTRATION DATA		L INSTRS., CONDS., AND NOTICES TO OFFERORS
H	SPECIAL CONTRACT REQUIREMENTS		M. EVALUATION FACTORS FOR AWARD

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 180 calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

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

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES/SERVICES TO BE PROVIDED

(a) This is an Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Incentive (Cost and Performance) Fee (CPIF) contract. 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 Description/Specification/Work Statement set forth in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Cost
*01	Aerospace Testing and Facilities Operations and Maintenance for the Phase-In Period set forth in Section F., paragraph F.2 (a), in accordance with the Phase-In Plan.	1	Job	\$ _____
02	Aerospace Testing and Facilities Operations and Maintenance for the Base Period set forth in Section F., paragraph F.2 (b); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders
03	Other Direct Costs in support of Aerospace Testing and Facilities Operations and Maintenance services task orders (Cost Only) for the contract Period of Performance (Base Period and Option Periods that are exercised)	TBD	Task Orders	Based on "Cost-Only" Task Orders

*Line Item No. 01: At the time of award a Phase-In Task will be awarded.

(b) **OPTION PERIODS:**

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," 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 Description/Specifications/Work Statement in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Cost
OPTION PERIOD 1				
04	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (c); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders
OPTION PERIOD 2				
05	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (d); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders

OPTION PERIOD 3				
06	Aerospace Testing and Facilities Operations and Maintenance set forth in Section F., paragraph F.2 (e); including the Contract Data Requirements List set forth in Attachment J.1.(a) 2	TBD	Task Orders	Based on Task Orders

(END OF CLAUSE)

B.2 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is **\$300,000 (Estimated Cost and Incentive Fee)**. The maximum amount of supplies or services that may be ordered during the effective period of this contract is **\$200,000,000 (Estimated Cost and Incentive Fee)**. **Contract Task Orders for Other Direct Costs will be negotiated on a cost only basis.** All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

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

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

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$200,000,000 maximum amount.

(END OF CLAUSE)

B.3 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT)

(a) When the Government issues a request for a “task plan” to the Contractor in accordance with the Clause entitled “Task Ordering Procedure” of this contract, the Contractor shall prepare its estimate of the labor hours, labor categories, indirect costs, and other direct costs required to perform the task order requirements. The Contractor shall use only those appropriate labor and indirect cost rates which may be less than, but shall not exceed, the rates found in Attachment J.1(a) 5 for all task orders issued in accordance with the “Task Ordering Procedure” clause of this contract. Notwithstanding the use of the rates set forth in Clause B.6 for estimating purposes, the Contractor will be reimbursed costs based on their current DCAA approved rates subject to audit by the Government. Indirect rates are subject to the ceiling limits set forth in Attachment J.1(a) 5.

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

(c) The Government and Contractor agree that the target and maximum incentive fee percentage specified in Attachment J.1(a) 5 shall be used to calculate the target and maximum incentive fee

dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. For task orders under this contract, the target and maximum incentive fee amount associated with the task order shall be the target and maximum incentive fee percentage applied and calculated on the total negotiated **estimated** cost of the task order.

(END OF CLAUSE)

B.4 LIMITATION OF INDIRECT COSTS

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the indirect cost ceiling rates to the appropriate base(s) as set forth in Attachment J.1(a) 5, "Direct Labor Rates, Fringe Rates, Indirect Rates, Incentive Fee, and Ceiling Rate Matrices".

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(END OF CLAUSE)

B.5 ESTIMATED COST INCREASES

(a) The scope of the task, and any deliverables thereunder, shall be defined in sufficient detail for the Government and the contractor to distinguish between changes in scope and overrun. In the event the contractor is unable to complete the task within the hours set forth in the task order, additional hours under the task shall be considered non-fee bearing, unless the CO modifies the task to recognize additional or revised requirements.

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

(c) A proposal is required to support a request for an increase in the estimated cost of the contract or the task order. The proposal should be submitted as soon as possible after the above notification but no later than 90 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

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

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

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

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

(END OF CLAUSE)

B.6 ESTIMATED COST AND FEES

Contract Task Orders (CTOs) for Contract Line Items 01, 02, and 04-06 shall be issued on a cost plus incentive (cost and performance incentives) fee (CPIF) basis. Individual CTOs will set forth the total estimated cost, and Target and Maximum incentive fee structure based on the information shown below. The Target Incentive Fee Percentage, Minimum Incentive Fee Percentage, and Maximum Incentive Fee percentages shown below shall serve as Not-to-Exceed Percentages applicable to all CTOs issued under this contract.

FEE	NOT-TO-EXCEED PERCENTAGE	
Minimum Cost Incentive Fee	__0__%	
Target Cost Incentive Fee	__%__	
Maximum Cost Incentive Fee	__%__	
Minimum Performance Incentive Fee	__0__%	
Target Performance Incentive Fee	__%__	
Maximum Performance Incentive Fee	__%__	
Share ratio for Determination of Cost Incentive Fee		
<u>Situation</u>	<u>Government</u>	<u>Contractor</u>
Under-run (up to Maximum Fee)	70%	30%
Over-run (down-to Minimum Fee)	50%	50%

(END OF CLAUSE)

B.7 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

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

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

SUMMARY OF CONTRACT FUNDING	FROM	BY	TO
Cost	\$0.00	\$0.00	\$0.00
Incentive Fee	\$0.00	\$0.00	\$0.00
Total Cost Plus Incentive Fee	\$0.00	\$0.00	\$0.00

(END OF CLAUSE)

B.8 LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing task orders under this contract is for two years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government. Each individual task order will include its own period of performance.

(END OF CLAUSE)

[END OF SECTION]

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SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the item or services specified in Section B in accordance with the following Statement of Work entitled *Aerospace Testing and Facilities Operations and Maintenance*:

**AEROSPACE TESTING AND FACILITIES
OPERATIONS AND MAINTENANCE**

STATEMENT OF WORK

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C.1.0 Introduction

This statement of work describes the requirement for contract services to be provided to the Exploration Technology and the Aeronautics Directorates at NASA Ames Research Center (ARC). The work to be performed includes: testing and facility operation, development projects, operation of support facilities, performance of maintenance and repairs, and administration.

The purpose of this contract is to meet the mission objectives of the aerospace facilities to satisfy research, development, and commercial needs for programs that utilize the Ames testing facilities.. The success of these activities at ARC depends on the successful completion of the work described herein.

C.1.1 Mission Description and Objectives

The ground-based, aerospace test facilities at ARC; which include wind tunnels and high-enthalpy, high-speed Arcjet facilities, support a vast variety and number of experiments. Researchers from ARC, other NASA Centers, other Federal agencies, and from the commercial community utilize these facilities for their testing programs. Virtually every commercially produced aircraft in the United States has been tested in these facilities. In addition, the Arcjet facilities have provided test data for many NASA spacecraft, including Shuttle and Constellation.

The mission of the facility operation organizations is to provide research, development, and commercial customers the use of the facilities and ensure that their test objectives are met. This mission goes beyond just conducting high quality test programs and operating facilities and includes the development of models, new data systems, and other test techniques. The long-range goal of these organizations is to continually improve the capability of these facilities to better meet customer needs.

Successful completion of the mission requires that services are provided safely and in compliance with environmental requirements. The need for safety in carrying out these services cannot be overemphasized. The testing facilities utilize high-energy sources that present potential risk to personnel and the facilities. The operating organizations maintain documented operations procedures to ensure that the facilities are operated safely and in compliance with environmental requirements.

The facility operation organizations are also committed to providing services in an economical manner. Facility testing is accomplished in an integrated team approach that includes membership from the customer as well as a mix of NASA employees and contract personnel. This allows the organizations to best utilize available resources. While this teaming approach is intended to be transparent to the customer, the distinct roles and responsibilities of NASA and the Contractor can be defined.

The NASA/Contractor team share common mission objectives. Together, NASA and contract personnel must collaborate to successfully conduct research, development, and commercial tests and to improve the testing capabilities at ARC. NASA is committed to provide the Contractor sufficient information and guidance to meet the mission objectives. The Contractor is committed to provide the professional services required for meeting mission objectives.

C.1.2 Facilities

The facilities covered in this Statement of Work include wind tunnels, Arcjets, gas guns, shock tubes, laboratories, and support facilities at Ames Research Center. See Attachment J.1.(a) 11 for a description of these facilities. NASA operates these facilities solely on demand for research and development. The use of these facilities changes with the needs of the research community and industry. The types of facilities covered under this Statement of Work can be categorized as follows:

Test Facilities include, but are not limited to, test chambers, operating systems, drive systems, instrumentation, data acquisition systems, and model mounts. Support facilities are the auxiliaries, model preparation areas, and other support systems devoted to one or more facilities. In some cases, several smaller facilities share drive systems, other support systems, or are housed in a single complex or laboratory. Some facilities have been decommissioned if they are no longer needed or if they are no longer cost effective for the research customers. These facilities may require some minimal ongoing maintenance. Also there are no current plans to reactivate these facilities.

The Aerospace Testing Facilities supported by this contract include, but are not limited to:

Test Facilities

- Unitary Plan Wind Tunnels (UPWT)
- ArcJet Complex
- Hypervelocity Free-Flight Facility (HFFF)
- Anechoic Test Chamber/Acoustics Laboratory
- Electric Arc Shock Tube (EAST) Facility
- Ames Vertical Gun Range (AVGR)
- Sensor Development Laboratory

Support Facilities

- Steam Vacuum System (SVS)
- Arc Jet Air System (AJAS)/High Pressure Air Distribution System (HPADS)
- High Voltage Electrical Systems
- Blade Inspection/Storage Facility (BISF)
- Sting Assembly and Storage Area (SASF)
- Balance Calibration Laboratory (BalCal)
- Industrial Wastewater Treatment Facility (IWTF)

Anticipated Test Facilities

- Lunar Environment ArcJet Facility (LEAF)

C.2.0 Scope

This Statement of Work describes the services required: to plan, prepare, and conduct tests, to plan and implement development projects, to operate, maintain, and repair the facilities, and the support required to administer the preceding. This Statement of Work does not define the quantity of work to be performed; however, this contract is structured so that the Contractor will be able to determine the required services. Contract Task Orders will be used to define the services or deliverables and their quantities to be provided by the Contractor.

Successful completion of the mission requires the combined effort of, and extensive interaction between, NASA and the Contractor. The work described in this Statement of Work will be accomplished by NASA, the Contractor, or shared by means of mixed Contractor/NASA test and project teams. The Contractor will be responsible for determining the type of skills and skill mix, and materials required to provide their portion of testing, development, and general services. The Contractor will also be responsible for managing its resources to achieve the desired outcomes. The Contractor shall ensure that its personnel are certified according to the organization's training and certification plan.

The services available under this contract can be provided to any customer as approved by the Contracting Officer if in the best interest of the Government. These services may also be provided to other facilities at Ames Research Center, or other installations if needed, in order to complete the mission. In general, however, the services provided under this contract will pertain to the facilities listed in Section C.1.2.

C.2.1 Obtaining Services

NASA will issue Contract Task Orders (CTOs) for the purpose of defining the services to be provided by the Contractor. NASA will provide schedules of tests and projects for each CTO period. During the process of defining each CTO, the roles and responsibilities of both NASA and the Contractor will be defined such that the work to be provided by the Contractor can be (1) assessed in accordance with the Surveillance and Incentive Fee Plan, Attachment J.1(a)12, and (2) will foster an environment conducive to mission success. The defined roles and responsibilities will ensure that the Contractor shall not perform inherently Governmental functions.

A Contract Task Order (CTO) specific Organizational Conflicts of Interest (OCI) Avoidance Plan may be required.

Where appropriate, the Government will convey corporate knowledge of the facilities, participate in informal discussions, solicit feedback, and coordinate resources with the Contractor to ensure a successful completion of the requirement. However, due to the sensitive nature of operations, management information including operations costs, customers and their tests, pricing, etc. is not to be shared with other business units of the incumbent contractor performing similar work at other sites without prior coordination from ARC.

The test facility organizations will include the Contractor in open discussions in an effort to achieve the following objectives:

- Operating safely and in environmental compliance
- Producing quality products
- Accomplishing the mission within allocated budget
- Adhering to schedules
- Resolving issues expeditiously and fairly without excessive confrontation or litigation
- Developing trust and open communications
- Fostering continual improvement in all aspects of the contract

The Contractor shall participate with the Government to upgrade and maintain required plans, procedures, and work instructions in order to obtain and maintain third-party certification of the processes used to ensure quality to the customer.

This contract will in no way allow for personal services and is not intended to inhibit the ability of the Government nor the Contractor to manage its staff; however, there will be a mutual understanding that both parties are committed to a common goal of meeting the mission objectives.

C.3.0 Requirements

The requirements of this contract are organized into three Performance Areas: Testing, Development, and General Services. These Performance Areas are further divided as follows:

Testing Services:

- Test Planning
- Test Preparation
- Test Operations
- Post-test Operations

Development Services which include projects of the following types:

- Test/Diagnostic Techniques
- Facilities
- Data Systems
- Model/Test Apparatus

General Services which includes:

- Operation of Support Facilities
- Maintenance, Repairs, and Calibrations
- Administration

Within this Statement of Work, service descriptions include bulleted lists. Although not comprehensive, these lists describe some of the major activities within the service area.

A wide variety of skills will be required to successfully perform the services described in this Section. Further, NASA anticipates Contractor personnel will include, but are not limited to engineers and technicians of various disciplines, test and project managers, crafts-persons, managers, supervisors, and administrative support persons.

In order to meet NASA's objectives, the Contractor may, at times, be required to provide all or portions of these services twenty-four hours a day, including weekends and holidays. In addition, these services may be provided to other NASA facilities, installations, or other Government Agencies.

The Contractor shall follow applicable Federal, State, and Local Government and NASA standards, laws and regulations. For continuity and safety, the Contractor shall adhere to facility management procedures and Standard Operating Procedures (SOPs). NASA expects the Contractor to recommend changes to these facility procedures to improve safety and performance or reduce costs. However, NASA retains the right to approve changes in order to preserve and protect the facilities.

Many procedures and records that are used in performing the mission are regularly audited and certified by third-party organizations. OSHA'S Voluntary Protection Program (VPP) is an example of a third-party review that is currently performed. NASA expects the combined Government/Contractor organization supporting the ground-based facilities at ARC to continue to be certified during the life of this contract. The Contractor shall participate with the Government to upgrade and maintain required plans, procedures, and work instructions in order to maintain the organization's compliance with any third-party quality system and shall participate in any audits to maintain the quality system certification. Where the Contractor has primary responsibility for a functional or business area, the Contractor shall have primary responsibility for maintaining compliant documentation associated with that area.

C.3.1 Testing Services

The goal of Aerospace testing at ARC is to safely meet the research, development, or commercial customer's requirements on time at the lowest possible cost. Therefore constant communication is required at all times between NASA, the customer, and the Contractor.

Testing services are comprised of the four phases of a test in ARC's facilities: Test Planning, Test Preparation, Test Operations, and Post-test Operations. The sections describing these phases include the goals, a general description of the process, and work requirements to successfully carry out a test. During these phases, the schedule, cost, test requirements, and data accuracy need to be continually reviewed and balanced.

NASA and Contractor management will agree on the lead responsibility for a given test. This will occur when a test is approved by NASA (with inputs from its Contractor). Either a NASA or Contractor Test Manager will then be assigned. The Test Manager is responsible for overall project success and will be expected to:

- Manage available resources, budget, and approve changes
- Oversee Safety, Environmental, and Mission Assurance process
- Facilitate completion of work performed by other disciplines
- Facilitate coordination between disciplines
- Facilitate resolution of problems
- Report to customer, Contractor and NASA Management on status
- Provide a single point of contact for test matters
- Facilitate system integration and testing activities

Specific requirements for the testing phases are as follows:

C.3.1.1 Test Planning

- Preliminary Test Planning (feasibility, which facility, availability, test requirements)
- Commercialization Office InterAgency Agreement (IAA) or Space Act Agreement (SAA)
- Official Test Request from customer to NASA – holds test date(s)
- Customer submits test plan to NASA
- Test Readiness Review (TRR) minimum 2 weeks before test commences

The main goal of test planning is for NASA, the Customer, and the Contractor to agree on test requirements, schedule, and the responsibility for tasks and deliverables. Test planning begins after the test request has been approved by NASA management and ends when a Customer Agreement and an Inter-Agency Agreement or a Space Act Agreement, if applicable, are generated by the test team and are signed by the NASA test team and the Customer. The Customer Agreement is based on the Customer's technical requirements and indicates the agreed upon roles and responsibilities of the NASA test team and the Customer.

An additional goal of test planning is to develop tasks, schedules, milestones, and associated cost estimates for all work so that the test can be carried out effectively. This planning supports the subsequent test preparation, test operations, and post-test phases of the test, but does not include detailed implementation plans/designs/documents, which are developed during test preparation. This phase may include planning for model modifications, minor facility changes, and other engineering activities. Major facility changes or model development will typically be executed under Section C.3.2, Development Services.

Initially, the test team may consist of only the Test Manager and Customer representatives. As needed, technical leads from other disciplines will support the effort to develop the Customer Agreement.

In accordance with CTOs the Contractor shall:

C.3.1.1.1 Prepare required agreements as described above.

- Review and optimize customer requirements
- Conduct Initial Test Planning Meeting
- Define approach to meeting customer requirements necessary to meet the required objectives
- Obtain NASA and Customer approval

C.3.1.1.2 Generate a Task and Resource Plan which outlines the approach to meeting the technical objectives throughout the test phases. The Task and Resource Plan requires Government approval. The Task and Resource Plan shall:

- Include plans for calibration and checkout of instrumentation, programming and checkout of software, design, procurement, fabrication, assembly, and checkout of subsystems to meet customer requirements
- Include estimates for costs, labor, schedule, equipment and material by task
- Identify and address special matters pertaining to Safety, Environmental, and Mission Assurance, configuration management, maintenance, facilities integrity, and Injury Prevention Plan
- Identify and address known technical and cost risks associated with the Contractor's proposed approach and offer alternatives for consideration by NASA and the customer

C.3.1.2 Test Preparation

The goal of Test Preparation is to bring all required systems and documents to a state of readiness for the agreed-upon test date. Test preparation begins with an approved Customer Agreement and includes all detailed preparation through the Test Readiness Review (TRR) and end-to-end check-out of test-related model and facility systems.

NASA and the customer must be kept updated on the test team's progress and will be involved in resolving issues. Since some evolution of requirements is unavoidable, the Customer and the test team will work to accommodate changes to the requirements. It is a joint responsibility of the Customer and the NASA/Contractor team to iterate on those requirements that either 1) were difficult to determine in the planning phase of the test or 2) prove difficult to achieve during test preparation. The objective of this iteration should be that test requirements are satisfied with the optimum balance between accuracy/scope and impacts to cost/schedule. During this phase, all parties will agree to revised requirements.

In accordance with CTOs the Contractor shall:

C.3.1.2.3 Complete all design and test documentation as defined in the Test Process Manual

- Complete test plan, test safety analysis report, and quality assurance plan
- Complete an Instrumentation Test Plan
- Complete Software and Hardware Design Documents
- Complete Facility Design Documents
- Complete Data Systems User Guide
- Complete Model Controls Design Documents

C.3.1.2.2 Complete development, fabrication, installation and end-to-end functionality checks for all new or modified model and facility systems; including, but not limited to:

- instrumentation
- data-acquisition and specialized model system software including test-dependent or user-supplied software
- data systems including user-supplied hardware
- model controls including user-supplied model controls
- model and associated mounting hardware
- facility modifications

C.3.1.2.3 Conduct Test Readiness Review and Test Safety Review

Close all action items resulting from reviews.

C.3.1.2.4 Train test and facility personnel, as applicable, on model and facility hardware, software, and operations

C.3.1.3 Test Operations

The main goal of Test Operations is to utilize the available facility time to safely and productively satisfy the customer's research, development, and commercial objectives. This phase begins after completion of end-to-end checkout of required model and facility systems and ends with completion of the last data run. During this phase the test team must continually balance the following competing factors: data quality and repeatability, model and other configuration changes, unforeseen problems, trouble shooting, and changes in run schedule and objectives. The test team continually optimizes the run schedule as the test evolves to maximize value from the available facility time. Additionally, facilities allow for concurrent test operations. The test team must coordinate with other test teams concerning use of the shared facility systems. Finally, the test team must also communicate the status of test operations to NASA management. Tests may be extended to recover lost facility time or changes in test objectives.

The Contractor is responsible for operating each facility, and its plants or auxiliary systems, as applicable, in accordance with Standard Operating Procedures (SOPs). The Contractor's Facility Operators and Shift Engineers shall be certified according to the organization's training and certification plan.

In accordance with CTOs the Contractor shall:

C.3.1.3.1 Operate facilities and conduct test runs to meet customer test objectives

- Complete monitoring checks necessary to assure model and facility systems remain functional and data is accurate
- Follow written plans and procedures for facility operation
- Achieve target test productivity, in balance with meeting test objectives

C.3.1.3.2 Complete test operations safely

C.3.1.3.3 Complete and document repairs and changes to test related hardware and software

C.3.1.3.4 Collect and archive raw data and provide reduced data to customer during test operations

C.3.1.4 Post-Test Operations

The main goals of Post-Test Operations are to deliver the final data set to the customer and restore the facility systems to their baseline configuration. An additional goal is to document lessons learned and recommendations from the test team. This phase begins after completion of the last data run and ends with the delivery of the data and the test debriefing of the customer and test team.

In accordance with CTOs the Contractor shall:

C.3.1.4.1 Transmit final data to customer per Customer Agreement**C.3.1.4.2 Complete final Test Documentation, including documents describing modifications to facility made to support the test****C.3.1.4.3 Document lessons learned, and propose changes to procedures****C.3.1.4.4 Return facility to the base-line configuration**

- Remove instrumentation and return to inventory or customer
- Remove and return model-related hardware to inventory

C.3.1.4.5 Conduct test debriefing**C.3.2 Development Services**

This section describes work that enhances NASA's ability to successfully carry out tests in a cost effective and safe manner. This work may be associated with specific tests or may be tied to overall improvement of Aerospace testing or a facility. Project types include:

- Test/Diagnostic Techniques Development
- Data Systems Development
- Facility Development
- Model/Test Apparatus Development

Test/Diagnostic Techniques and Data Systems development projects satisfy the need to acquire more data and more accurate data to meet changing research, development, and commercial requirements. Facility development projects are generally focused on improving the capabilities of the facilities. Model/Test Apparatus development projects are associated with test models and apparatus and typically support a testing program.

When NASA approves a project, NASA and Contractor management will agree on the lead responsibility. Either a NASA or Contractor Project Manager will then be assigned. The Project Manager is responsible for overall project success and will be expected to:

- Manage available resources, budget, and approve changes
- Facilitate completion of work performed by other disciplines
- Facilitate coordination between disciplines
- Facilitate resolution of problems
- Report to customer and NASA Management on status
- Oversee Safety Environmental, and Mission Assurance process including risk management
- Provide a single point of contact for project matters
- Facilitate system integration and testing activities

Like Testing Services, project teams will be assembled from Government and Contractor personnel from the relevant disciplines required to complete the project.. In addition these teams may include other NASA contractors depending on the nature of the project.

Development projects consist of three phases: Planning and Design, Implementation, and Checkout.

The Planning and Design phase includes

- Development of a safe and high quality design that meets test/project, Customer, or facility requirements

- Performing studies, developing project plans, conceptual, preliminary, and final designs, and developing prototypes.
- Developing requirements documents, managing and participating in design reviews, and developing cost estimates for all stages of design.

The Implementation phase includes

- Procurement, fabrication, in-process inspections, assembly, and installation needed to satisfy the design requirements.
- Preparing and implementing design changes (if applicable), coordinating the review process, and documenting these changes

The checkout phase includes

- Ensuring that implementation is complete and requirements have been met including acquisition and/or reduction of data to validate the design (if applicable).
- Subsystem checks, final inspections, Integrated Systems Tests (IST), training, and documentation, and the planning of these activities.
- On occasion, checkout may require specialized expertise, e.g., ultrasonic testing, radiographic inspections, chemical engineering, materials engineering, aerodynamicist, etc.
- For complex projects checkout includes formal planning and implementation with adherence to formal, documented procedures
- For less complex projects, checkout consists of subsystem operational checks.

During all project phases, the schedule, cost, and project requirements are continually reviewed and adjusted. Therefore a high degree of communication is required at all times between NASA, the customer, and the Contractor.

Configuration management is crucial to project success. The configuration management process currently in use is defined in "Configuration Management Procedures Document Number AO27-9391-XB4" and the Thermophysics Facilities Configuration Management Plan.

C.3.2.1 Development Project Types

Development Services will be used to complete Test/Diagnostic Techniques Development, Facility Development, Data Systems Development, Model/Test Apparatus Development projects.

Test/Diagnostic Techniques Development consists of developing, and supporting the ongoing evolution of new test methods for the research, development, and commercial community, such as developing and validating new instrumentation types, data collection concepts, and diagnostic techniques, flow visualization

Facility Development consists of facility enhancements to better meet customer needs.

Data Systems Development consists of design and implementation of hardware and software systems for new data acquisition and reduction capabilities that enhance testing.

Model/Test Apparatus Development consists of the design, fabrication oversight, and testing necessary for models and test apparatus development, such as mounting hardware, test platforms, and test specific auxiliary systems that meets customer requirements.

C.3.2.2 Development Project Requirements

In accordance with CTOs, the Contractor shall:

C.3.2.2.1 Complete Project Plans and Designs.

- Develop Project Requirements Document with detailed cost estimate and schedule
- Produce Project Plan detailing work breakdown structure, resource requirements and their allocation
- Complete Studies, Conceptual Design, Design Reviews, and Final Design in accordance with Configuration Management procedures
- Complete Safety, Environmental, and Mission Assurance analysis

C.3.2.2.2 Complete the Project Implementation/Installation

- Complete fabrication, software programming, assembly, and installation
- Complete required Quality Assurance / Quality Control activities ensuring documentation is in accordance with Configuration Management procedures
- Complete personnel training

C.3.2.2.3 Complete the Project Checkout.

- Complete and document repairs and changes
- Ensure that project results are consistent with project requirements
- Plan and perform an integrated systems test and participate in final reviews necessary to qualify system readiness
- Develop project documentation and update facility information documents, including as-built drawings, in accordance with Configuration Management procedures
- Conduct closeout activities

C.3.3 General Services

This section describes work that supports testing and development services, maintains the facilities at an operational status, and provides overall contract administration. Services include: Operation of Support Facilities, Maintenance and Repair, and Administration. Operation of Support Facilities includes services needed to provide utility support to the aerospace test facilities. Maintenance, Repair, and Calibration is performed to keep aerospace and support facilities and their subsystems operationally ready. Administration activities include a wide-range of management and logistical services that are required for the execution of this contract.

Unlike Testing and Development Services that may be performed by either NASA or the Contractor, General Services will be primarily provided by the Contractor.

C.3.3.1 Operation of Support Facilities

Operation of support facilities consists of the operation and management of utilities or other support functions required for testing in the aerospace facilities. These facilities are high-energy sources that have potential for serious hazards. Therefore, the Contractor shall adhere to existing and future safety programs and procedures.

Other support facilities are operated as test laboratories, are used for preparing for aerospace tests, or for the treatment of industrial waste water from the test facilities. These facilities perform various functions to allow the actual aerospace tests to be conducted.

In accordance with CTOs, the Contractor shall:

C.3.3.1.1 Operate the Support Facilities to ensure that utilities or functionality is available to the aerospace facilities when needed.

C.3.3.1.2 Coordinate the demand for the utilities or functions with aerospace facility operational personnel and NASA management to ensure that utilities will be available to the aerospace facilities when needed.

C.3.3.1.3 Restore Support Facilities to operational status in the event of unforeseen circumstances or emergencies.

C.3.3.1.4 Ensure that no safety or environmental regulation violations occur during performance of this work.

C.3.3.1.5 Coordinate maintenance, repair, and calibration of the Support Facilities provided under Section C.3.3.2. to ensure that utilities or functionality will be available to the aerospace facilities when needed.

C.3.3.2 Maintenance, Calibration, and Repair

Maintenance, Calibration, and Repair activities ensure that the facilities covered under this contract are operationally ready when required. Calibration is considered to be part of maintenance services. Services under this section apply to facility systems, sub-systems, equipment and components. This includes structural, electrical, mechanical, and controls aspects of the facilities as well as data acquisition and reduction systems and computers.

Currently some maintenance and repair activities are performed by other ARC organizations. The Contractor shall request services from, and schedule with, these other organizations as required. The Contractor shall coordinate maintenance and repair work with these other organizations to avoid redundant facility shutdowns for maintenance purposes. These services include, but are not limited to the maintenance, calibration, and repair of precision tools, electro-mechanical protective devices, pressure relief/control devices, overhead cranes, rigging hardware, scale systems, and spare parts and tools that are kept in storage.

The Contractor is expected to perform maintenance and repair services on equipment according to the design specifications, manufacturer's recommendations, and relevant ARC manuals unless the Contracting Officer's Technical Representative (COTR) approves an alternate approach.

Specific maintenance-related information is contained in the SOP documents developed for each aerospace test and support facility (e.g. gun ranges). An example of these documents, for aerospace facility maintenance, is the Wind Tunnels Maintenance Manual (Doc. No. AO27-9391-XB5). As part of the continuing improvement of the maintenance and repair programs, the Contractor may propose a new Computerized Maintenance Management System (CMMS) or changes to existing procedures. Included in these documents are descriptions and specific requirements for the following:

- A CMMS is used to schedule and track facility maintenance and repair. The database currently used is the MAXIMO[®] Maintenance System by Project Software and Development, Inc. of Cambridge, Massachusetts.
- A Reliability Centered Maintenance (RCM) program including the following types:
 - Predictive Testing and Inspection (PT&I)
 - Condition Based Maintenance (CBM)
 - Preventive Maintenance (PM)
 - Corrective Maintenance (repairs and minor improvements)

In accordance with CTOs, the Contractor shall:

C.3.3.2.1 Ensure that Test and Support Facilities are operationally ready.

- Make efficient use of Maintenance and Repair shutdowns
- Perform Maintenance and Repairs to avoid unscheduled facility shutdowns
- Respond to unforeseen events/emergencies to restore facilities to operational status
- Identify and communicate to NASA the root cause(s) for facility failures

C.3.3.2.2 Develop Long Term Maintenance, Calibration, and Repair Plans.

- Perform Condition based analysis and studies
- Develop RCM based Long term Maintenance, Calibration, and Repair Program strategy
- Develop, maintain, and communicate to NASA a prioritized list of repair needs with justifications
- Develop schedules for calibration of instrumentation

C.3.3.2.3 Implement a RCM-based Maintenance and Repair Program.

- Implement improved Maintenance techniques
- Implement notification schedules for instrumentation calibration
- Design, install and operate Diagnostic Maintenance Systems
- Update CMMS maintenance procedures
- Train personnel on maintenance techniques and procedures

C.3.3.2.4 Complete Maintenance, Calibration, and Repair Work.

- Operate CMMS to schedule maintenance work
- Coordinate and schedule maintenance and repair work to be performed by others
- Perform maintenance, calibration, and repair work to standards
- Check out systems prior to reactivation
- Perform maintenance, calibration, and repair work in accordance with safety, environmental, and other applicable regulations

C.3.3.2.5 Document Maintenance, Calibration, and Repair work.

- Maintain accurate and up-to-date CMMS history
- Maintain accurate and up-to-date field-located log books
- Update facility configuration changes per established procedures

C.3.3.3 Administration

The goal of Administration is to ensure that the following services are effectively managed and implemented to support all activities covered in this Statement of Work. These services include, but are not limited to: Resource Scheduling, Property Management, Procurement, Safety, Environmental, and Mission Assurance, Contract Reporting, Configuration Management, and IT System Administration.

In accordance with the CTO, the Contractor shall provide the following Administrative Services:

C.3.3.3.1 Contract Task Order Administration:

The Contractor shall respond to all Contract Task Orders (CTO) as required in Section H, Clause H.4 NFS 1852.216-80 Task Order Procedure and shall report Task Order financial and technical performance as required by Attachment J.1(a)2 Contract Data Requirements List Report Numbers 2 and 4, Monthly Financial Management Report (NF 533M) and Monthly Technical Progress Report, respectively. Contractor personnel may be required to travel for

short periods of time to attend meetings, to participate in industry site visits, or to attend technical conferences.

C.3.3.3.2 Resource Scheduling:

Assist in the definition, implementation, operation and maintenance of a resource scheduling system for NASA and Contractor resources that are allocated for activities performed under this contract. This system will track the resources and assist in planning future allocation.

C.3.3.3.3 Property Management:

The Contractor shall ensure that consumables, equipment, tools, and parts required for testing, development, and maintenance and repairs are accounted for, available, and ready when needed.

The current Property Management process includes the "Property Manual (Doc. No. A027-9791-XB1), NASA Equipment Management System (NEMS); and Calibration Recall System.

The Contractor's Property Management shall provide, but not be limited to:

- A property control process that satisfies requirements of the NEMS
- A calibration recall process
- A tool checkout system
- A spare parts inventory system

C.3.3.3.4 Procurement:

The Contractor shall procure subcontract services, consumables, equipment, tools, and parts, such that they meet stated specifications and are available when required for contract performance.

- Comply with applicable Federal Acquisition Regulations (FAR) and applicable NASA FAR Supplement clauses
- Comply with contract clause requirements
- Meet or exceed Subcontracting Plan Goals

C.3.3.3.5 Safety and Environmental Compliance:

The Contractor shall ensure compliance with applicable safety and environmental regulations for all performance under this contract.

- All personnel are appropriately trained in procedures, policies, and practices in accordance with current NASA, ARC, OSHA, EPA, and other applicable federal, state, and local regulatory agency standards
- All operators of equipment that are required to be licensed and/or certified have current licenses/certifications
- Participate with NASA in safety inspections and safety awareness training in accordance with Ames Safety Accountability Program

C.3.3.3.6 Contract Reporting:

The Contractor shall deliver all reports in accordance with Section J.1 (a) 2 of this contract. These reports shall be current, accurate, and complete.

C.3.3.3.7 Configuration Management:

The Contractor shall administer and operate a Configuration Management system. Current processes are described in Configuration Management Procedures Document Number A027-9391-XB4.

This system identifies, tracks, audits, and provides change control for facility documents, such as: design drawings, as-built drawings, base-line design documents, operation and maintenance (O&M) manuals, standard operating procedures (SOPs), and other documentation.

C.3.3.3.8 IT Systems Administration:

The Contractor shall administer various business and mission specific IT computer systems to ensure availability when required. These systems include, but are not limited to data storage and application servers, and facility/data control systems. The Contractor shall perform these functions in accordance with approved IT security plans. Required activities include, but are not limited to:

- Installing, repairing, and maintaining hardware and software
- Installing hardware and software upgrades
- Providing technical support and resolve hardware and software problems
- Protecting the above systems from unauthorized intrusion by foreign systems, hackers, and viruses
- Performing system backups such that no critical information or test data are lost
- Managing facility specific intranets

C.4.0 PHASE-IN/PHASE-OUT

This section describes requirements to be fulfilled by the Contractor in order to transition into day-to-day operations after contract award and requirements for turning over operations at the completion of the contract as described in C.4.2.

C.4.1 Phase-In

The phase-in process shall be accomplished expeditiously and in a manner consistent with safe operation. The phase-in process shall preclude any interruption of the scheduled operation of facilities. The Contractor shall be responsible for providing a qualified staff with required certifications, or certifications in process, by the end of the phase-in period. The Contractor shall be responsible for working with NASA as described in this SOW. No later than the end of the phase-in period, the staff of the incoming Contractor shall be fully qualified and certified, or certification procedures begun, to accomplish the requirements of the contract and present a written Status Report to the COTR and Contracting Officer (CO)

C.4.2 Phase-Out

The Contractor shall submit a Phase-Out Plan as required in Report Number 13 of Attachment J.1(a)2, Contract Data Requirements List. The Contractor is responsible for the orderly transfer of duties and records, including complete equipment, systems, and facility logs, to the incoming Contractor or NASA, if there is no successor contract. This shall be accomplished in an expeditious manner, consistent with the phase-in schedule, while precluding interruption of the scheduled operation of any of the facilities listed in the Statement of Work. During Phase-out, the Contractor shall have transferred all records and documentary material in an orderly manner and vacated all areas of Contractor responsibility, having left them in a clean, professional state and having completed the check-out process.

C.5.0 ABBREVIATIONS AND ACRONYMS

AJAS	Arc Jet Air System
ARC	Ames Research Center
AVGR	Ames Vertical Gun range
BalCal	Balance Calibration Laboratory
BISF	Blade Inspection/Storage Facility
CBM	Condition Based Maintenance
CMAR	Contractor's Monthly Accident Report
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
CPIF/AF	Cost-Plus-Incentive-Fee/Award-Fee
CTO	Contract Task Order
DoD	Department of Defense
EAST	Electric Arc Shock Tube Facility
EPA	Environmental Protection Agency
FAR	Federal Acquisition Regulation
GFP	Government Furnished Property
HBCU/MI	Historically Black College or University/Minority Institution
HFFF	Hypervelocity Free-Flight Facility
HPADS	High Pressure Air Distribution System
IAA	Inter-agency Agreement
IST	Integrated Systems Tests
IWTF	Industrial Wastewater Treatment Facility
MUA	Make-Up Air
NASA	National Aeronautics and Space Administration
NSSC	NASA Shared Services Center
NEMS	NASA Equipment Management System
O&M	Operation and Maintenance
ODIN	Outsourcing Desktop Initiative for NASA
OSHA	Occupational Safety and Health Administration
PM	Preventive Maintenance
PT&I	Predictive Testing and Inspection
PSCL	Propulsion Simulator Calibration Laboratory
PWT	Pressure Wind Tunnel
RCM	Reliability Centered Maintenance
SAA	Space Act Agreement
SDS	Standard Data System
SOP	Standard Operating Procedure
SOW	Statement of Work
SEMA	Safety, Environmental, and Mission Assurance
SASF	Sting Assembly and Storage Area
SVS	Steam Vacuum System
SWT	Supersonic Wind Tunnel
TRR	Test Readiness Review
TWT	Transonic Wind Tunnel
UPWT	Unitary Plan Wind Tunnel
VPP	Voluntary Protection Program

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) – SECTION D

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

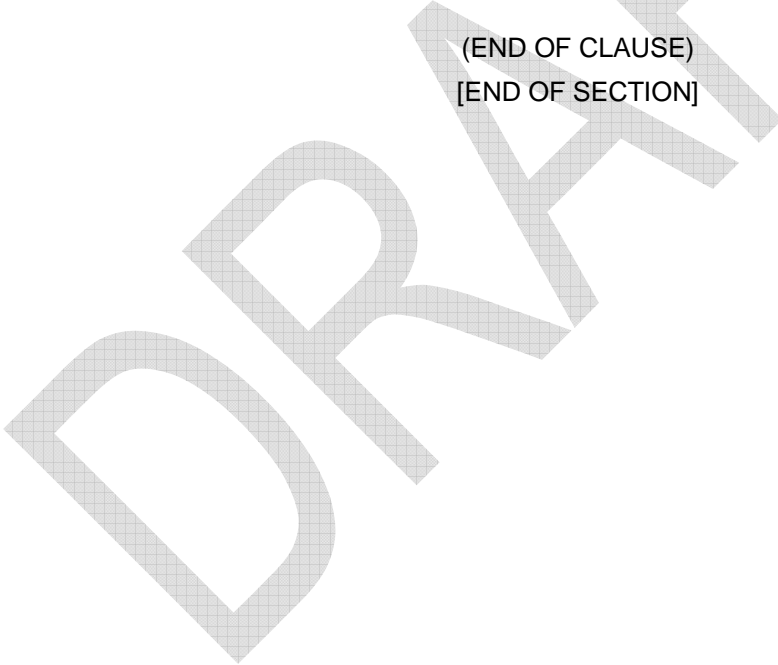
I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(END OF CLAUSE)
 [END OF SECTION]



SECTION E - INSPECTION AND ACCEPTANCE

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.246-3	MAY 2001	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT.
52.246-5	APR 1984	INSPECTION OF SERVICES - COST-REIMBURSEMENT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

E.2 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in: an original and One (1) copy.

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

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

(END OF CLAUSE)
[END OF SECTION]

SECTION F - DELIVERIES AND PERFORMANCE

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER; (ALT 1) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

- (a) **PHASE-IN PERIOD**
The Phase-in Period of this contract shall be for 30 days beginning on the effective date of this contract.
- (b) **BASE PERIOD**
The base period of performance of this contract shall be 23 months from the end of the Phase-In Period.
- (c) **OPTION PERIOD 1**
If exercised, the period of performance of the first option of this contract shall be 12 months from the end of the Base Period.
- (d) **OPTION PERIOD 2**
If exercised, the period of performance of the second option of this contract shall be 12 months from the end of Option Period 1.
- (e) **OPTION PERIOD 3**
If exercised, the period of performance of the third option of this contract shall be 12 months from the end of Option Period 2.

(END OF CLAUSE)

F.3 PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed at the following location(s): Moffett Field, CA and at such other locations as may be directed by the Contracting Officer.

(END OF CLAUSE)

F.4 DELIVERY SCHEDULE

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

Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center
Contract "TBD"
Moffett Field, CA 94035-1000
Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, Delivery of Reports.

(END OF CLAUSE)

F.5 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 2, "Contract Data Requirements List." Reports specific to task orders will be specified in the individual task order.

(END OF CLAUSE)

F.6. ARC 52.249-90 NOTICE OF DELAY (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 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION G

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.227-70	MAY 2002	NEW TECHNOLOGY.
1852.242-71	DEC 1988	TRAVEL OUTSIDE OF THE UNITED STATES
1852.242-73	NOV 2004	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING
1852.245-76	OCT 1988	LIST OF GOVERNMENT FURNISHED PROPERTY (<i>1st sentence insert:</i> "See Section J.1(a) 3, "GOVERNMENT PROPERTY LIST"; <i>2nd sentence insert:</i> "AMES Research Center, or as defined in each task order.")

(END OF CLAUSE)

G.2 NFS 1852.216-87 SUBMISSION OF VOUCHERS FOR PAYMENT (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

NSSC – FMD Accounts Payable
 Bldg. 1111, C. Road
 Stennis Space Center, MS 39529

Fax: 866-209-5415
 Email: NSSC-AccountsPayable@nasa.gov

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

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

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

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers]

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

- (i) Copy 1 NASA Contracting Officer
- (ii) Copy 2 Auditor
- (iii) Copy 3 Contractor
- (iv) Copy 4 Project management office.

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

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

NSSC – FMD Accounts Payable
 Bldg. 1111, C. Road
 Stennis Space Center, MS 39529
 Fax: 866-209-5415
 Email: NSSC-AccountsPayable@nasa.gov

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

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

(END OF CLAUSE)

G.3 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE. (JUL 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights - Retention by the Contractor (Short Form)," whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

TITLE	OFFICE CODE	ADDRESS (INCLUDING ZIP CODE)
New Technology Representative	VP	NASA Ames Research Center M/S 202A-3 Moffett Field, CA 94035-1000
Patent Representative	DL	NASA Ames Research Center M/S 202A-4 Moffett Field, CA 94035-1000

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights -

Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(END OF CLAUSE)

G.4 NFS 1852.242-70 TECHNICAL DIRECTION. (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) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is -

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

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

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

(END OF CLAUSE)

G.5 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (DEVIATION) (SEP 2007)

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall--

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

(END OF CLAUSE)

G.6 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (DEVIATION) (SEP 2007) (ALT 1) (DEVIATION) (SEP 2007)

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

NASA Procedural Requirements (NPRs)

- NPR 4100.1, *NASA Materials Inventory Management Manual*
- NPR 4200.1, *NASA Equipment Management Procedural Requirements*
- NPR 4300.1, *NASA Personal Property Disposal Procedural Requirements*

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

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

(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

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

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

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

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

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

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

(2) Office furniture.

(3) Property listed in J.1(a)(4), Aerospace Testing and Facilities Operations and Maintenance (ATOM) Government Supplied Equipment List

(i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.

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

(4) Supplies from stores stock.

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

- (6) Safety and fire protection for Contractor personnel and facilities.
- (7) Installation service facilities:

UNITARY PLAN WIND TUNNELS (UPWT), ARCJET COMPLEX, HYPERVELOCITY FREE-FLIGHT FACILITY (HFFF), ELECTRIC ARC SHOCK TUBE (EAST), AND OTHER CENTER FACILITIES FOR PERFORMANCE OF THE REQUIREMENTS STATED IN THE STATEMENT OF WORK.

- (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9) Cafeteria privileges for Contractor employees during normal operating hours.
- (10) Building maintenance for facilities occupied by Contractor personnel.
- (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(END OF CLAUSE)

G.7 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (OCT 2003)

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance with the provisions of 1845.505-14, the instructions on the form, subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b)(1) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

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

(3) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: *[Insert name and address of appropriate NASA Center office.]*, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(c)(1) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been

set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(END OF CLAUSE)

G.8 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (SEP 2007)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, "Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques", and NASA Standard (NASA-STD) 6002, "Applying Data Matrix Identification Symbols on Aerospace Parts". This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

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

NASA
Ames Research Center
M/S 255-23
Moffett Field, CA 94035-1000

Mark For: TBD, COTR

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

(END OF CLAUSE)

G.9 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (DEVIATION) (SEP 2007)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator and Industrial Property Officer (IPO), prior to making the change whenever the change --

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at:

NASA Ames Research Center
 Attn: Industrial Property Officer
 M/S 255-2
 Moffett Field, CA 94035-1000
 (650) 604-5681
 Evelyn.A.Warren@nasa.gov

(END OF CLAUSE)

G.10 INCENTIVE FEE PROCESS

There will be separate pools for cost incentive fee and performance incentive fee that will be used to determine fee earned and paid to the contractor for performance of the contract. The Government expects that of the total fee proposed, **25** percent will be allocated by the Offeror to the cost incentive fee and **75** percent will be allocated to the performance incentive fee.

Provisional Performance Incentive Fee Payments are described in paragraph (e)(4) below.

(a) Contract Task Orders (CTOs) will be negotiated and issued to obtain, describe, and quantify the services required by NASA and also to establish incentives for the Contractor to potentially earn. Incentive fee for this contract can be earned and is used to reward the Contractor's cost control and performance. A minimum Performance Incentive Fee score of 85 is required in order to earn Cost Incentive Fee. Definitions for terms found in this section, Incentive Fee, can be found in the Federal Acquisition Regulation clause 52.216-10.

(b) Individual CTOs will set forth the total estimated cost and the Target and Maximum incentive fee structure, based on the information in clause B.6, Estimated Cost and Fees. The Target Incentive Fee Percentage, Minimum Incentive Fee Percentage, Maximum Incentive Fee Percentages shown in B.6, Estimated Cost and Fees shall serve as Not-to-Exceed Percentages applicable to all CTOs issued under this contract.

(c) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance at the conclusion of the CTO period to determine the amount of incentive fee earned by the contractor during the period. The Contractor shall address their progress towards the metrics in Attachment J.1.(a)12, Surveillance and Incentive Fee Plan, in their Monthly Technical Progress Report and include the self-evaluation findings quarterly in their Monthly Progress Report as described in attachments J.1(a)2, Contract Data Requirements List, and J.1.(a)12, Surveillance and Incentive Fee Plan. These self-evaluations will be considered by the Government in its cost and performance fee evaluation in accordance with the Surveillance and Incentive Fee Plan. The plan may be revised by contract modification to negotiate new focus areas (Section 3.0 of the Surveillance and Incentive Fee Plan).

(d) Cost Incentive Fee:

- (1) The Contractor may earn cost incentive fee from a minimum of zero dollars to the maximum stated in the issued CTOs under this contract. The target cost incentive fee, and

maximum cost incentive fee rates applicable to this contract are set forth in Clause B.6. Unless otherwise negotiated, only CTOs for on-site labor services (and their related other direct costs including management and overhead will be eligible to earn cost performance based incentive fee). CTOs for equipment, materials, and subcontracts (CLIN 03) not identified as Major Subcontractors, shall not be eligible to earn cost incentive fee unless mutually negotiated.

(2) This clause is only applicable to the cost incentive fee pool of the contract and not the performance incentive fee pool. The supplemental definitions of target cost and actual cost provided in this Clause are in addition to, and take precedence over, the definitions provided in FAR Clause 52.216-10. (See paragraph (e) (5) of FAR Clause 52.216-10.)

(3) The share ratio for target cost underruns is shown in Clause B.6. The share ratio for target cost overruns is shown in Clause B.6.

(4) The Contractor must earn at least 85 percent in both of the performance incentive fee to earn any cost incentive fee above the target cost incentive fee (for underruns).

(5) The cost incentive fee will be determined on a semi-annual basis.

(e) Performance Incentive Fee:

(1) The Contractor may earn performance incentive fee from a minimum of zero dollars to the maximum stated in the issued CTOs under this contract.

(2) The Contractor's performance will be evaluated every 6 months as described in Attachment J.1(a)12, Surveillance and Performance Incentive Fee Plan of this contract. Performance incentive fee that is not earned cannot be reallocated to future evaluation periods.

(3) The Government will advise the Contractor in writing of the performance evaluation results and the amount of performance incentive fee earned. The NASA Shared Service Center (NSSC) payment office will make payment based on issuance of unilateral modification by contracting officer.

(4) Provisional Performance Incentive Fee Payments:

(i) Provisional performance incentive fee payments, pending the determination of the amount of performance incentive fee earned, will be paid to the Contractor on a monthly basis. The total amount of performance incentive fee available for provisional payment will be the lesser of 75 percent of the maximum performance incentive fee pool or the prior performance incentive fee evaluation score.

(ii) Provisional performance incentive fee payments will be superceded by the final performance incentive fee evaluation score. If provisional payments exceed that determined through the final evaluation, 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.

(iii) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional performance incentive fee may be discontinued, or reduced in amount, 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.

(5) After 85 percent of the potential performance incentive fee has been paid, the Contracting Officer may direct withholding of further payment of performance incentive fee

until a reserve is set aside in an amount that the Contracting Officer determines necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total maximum performance incentive fee or \$100,000, whichever is less.

(END OF CLAUSE)

[END OF SECTION]

DRAFT

SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING.
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY.
1852.225-70	FEB 2000	EXPORT LICENSES. (<i>Insert: "NASA Ames Research Center" in paragraph (b)</i>)
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAYS; Alternate II (OCT 2000)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

(END OF CLAUSE)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING

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

(b) The nature of this potential conflict is:

The NASA-ARC Aerospace facilities were constructed as a national aeronautical research resource to be utilized by private industry, universities, DoD, NASA and other Government agencies. Consequently, in these facilities, tests are conducted for private aircraft and airframe manufacturers, and aerospace vehicle designers and manufacturers. The contractor operating and maintaining these facilities will be responsible for all or major aspects of test operation from inception through post-test documentation of aircraft models and thermal protection materials that are tested in these facilities and, as a result, will have access to proprietary data developed by other firms. If the awardee or a subcontractor were an aerospace vehicle designer or manufacturer, other aerospace vehicle manufacturers might cease to use NASA-ARC expertise and facilities. This would negate the purpose of our laboratories and facilities as a national resource. Access by the awardee to Government-sensitive or third party proprietary data creates a potential organizational conflict of interest. Further, for Space Technology Division projects, in contrast to Aerospace facility work, contractor involvement relates only to Thermal

Protection Material and Thermal Protection System work, which constitutes the design and testing heat shields for atmospheric reentry. For this latter work, only contractors who develop or test Thermal Protection-related components for space vehicles would create a potential conflict of interest.

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

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof engage in the following activities:

(i) Design, develop, or produce aircraft, airframes, aircraft engines, advanced aerospace vehicles, or Thermal Protection Materials and Thermal Protection Systems such as heat shields for atmospheric reentry; or

(ii) Participate in competitions, as either a prime proposer or a proposed subcontractor, based upon data obtained because of the Contractor's access to, and support of, the ATOM technical requirements, or participate in competitions, as either a prime proposer or a proposed subcontractor, where the Contractor participated in defining requirements of the competition as a result of supporting the ATOM technical requirements.

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

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

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this contract and any proposed use of such data.

(e) Additionally:

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

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential

information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

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

(f) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) operate the Aerospace facilities as delineated in the Statement of Work of this contract or (B) handle, receive, reduce, interpret, or transmit data obtained, used, or produced in conjunction with research programs in these Aerospace facilities.

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

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

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

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)6). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

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

(END OF CLAUSE)

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

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

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

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

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

(END OF CLAUSE)

H.4 NFS 1852.216-80 TASK ORDER PROCEDURE (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 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 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 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

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

a. 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.

b. DART Definition. This 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 specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten 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 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006) ALTERNATE I (OCT 2006)

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

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

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

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

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

(END OF CLAUSE)

H.9 PATENT RIGHTS

The RFP includes the Patent Rights-Retention by the Contractor Clause (FAR 52.227-11), as modified by 1852.227-11 and 1852.227-70 New Technology. It is anticipated that the Contractor may have Contractor background inventions that could be applied to Contract requirements and incorporated into deliverables under the Contract. The Government may need rights to use such Contractor background inventions in order to practice technologies produced under this Contract in other Government contracts. Thus, Contracting Officer permission is required before Contractor background inventions may be included in Contract deliverables. To the extent a contractor background invention has been Federally funded, the Government will receive its government-purpose license rights to practice the background invention. Where there is no Federal funding of the background invention, the Contractor will identify to the Contracting Officer the rights that it proposes to grant the Government to use such invention in other Government contracts. The Government shall receive a government-purpose license to practice any contractor background invention where such Contracting Officer permission is not obtained prior to incorporating its background inventions into Contractor work.

(END OF CLAUSE)

H.10 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal number [TO BE PROPOSED BY THE OFFEROR], as amended by any final proposal revision, for the proposal entitled "Aerospace Testing and Facilities Operations and Maintenance (ATOM)" is hereby incorporated into this contract by reference.

(END OF CLAUSE)

H.11 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (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.12 ARC 52.227-96 HANDLING OF DATA (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.13 ARC 52.231-90 SEVERANCE PAY (JUN 2008)

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 the service contract 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.14 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGETS (OFFEROR FILL IN)

(This clause does not apply to SDB offerors unless the SDB offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation.)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the contract. Targets for this contract are as follows:

*NAICS Industry

<u>Subsectors</u>	<u>Dollar Target</u>	<u>Percent of IDIQ Maximum Ordering Value</u>
(TO BE PROPOSED BY OFFEROR)		
Total:		

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the Offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s): (TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

<u>Dollars</u>	<u>Percent of IDIQ Maximum Ordering Value</u>
(TO BE PROPOSED BY OFFEROR)	

(END OF CLAUSE)

H.15 ARC 52.231-91 CONTRACTOR PURCHASING (OCT 2008)

The contract Statement of Work (SOW) describes the work to be performed. The contractor may be required to carry out limited purchasing functions in performing this SOW; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. The contractor shall not perform purchasing functions or act in any other way as an agent for the government.

(END OF CLAUSE)

H.16 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 this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

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

(END OF CLAUSE)

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

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

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

Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>

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

(END OF CLAUSE)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	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	SEP 2006	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	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS.
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION.
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.211-5	AUG 2000	MATERIAL REQUIREMENTS
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 – MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES.
52.215-15	OCT 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS

52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY.
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS.
52.215-21	OCT 1997	REQUIREMENTS FOR COSST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT (insert "30th" in paragraph (a) (3))
52.216-10	MAR 1997	INCENTIVE FEE (Insert "30", "50", "10", "0" in paragraph (e)(1))
52.216-18	OCT 1995	ORDERING (Insert "DATE OF CONTRACT AWARD" through "CONTRACT PERIOD OF PERFORMANCE SPECIFIED IN CLAUSE F.2" in paragraph (a))
52.216-19	OCT 1995	ORDER LIMITATIONS (Insert "\$1,000", "\$45M", "\$45M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively)
52.216-22	OCT 1995	INDEFINITE QUANTITY (Insert "1 YEAR FROM THE END DATE OF THE ORDERING PERIOD OF THE CONTRACT" in paragraph (d))
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES; Insert "30 days" at end of paragraph
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c))
52.219-4	JUL 2005	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS To Be Completed by Offeror: <input type="checkbox"/> Offeror elects to waive the evaluation preference" in paragraph (c)
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	APR 2008	SMALL BUSINESS SUBCONTRACTING PLAN (ALT II)(OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.219-23	OCT 2008	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS Insert "10 percent" in paragraph (b)(1) To Be Completed by Offeror: <input type="checkbox"/> Offeror elects to waive the adjustment" in paragraph (c)
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATING PROGRAM – DISADVANTAGED STATUS AND REPORTING
52.219-28	JUN 2007	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS (Insert: "\$0" in paragraph (a))
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	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	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965.
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-1	JUN 2003	BUY AMERICAN ACT - SUPPLIES
52.225-13	FEB 2006	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT.
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-3	APR 1984	PATENT INDEMNITY
52.227-11	DEC 2007	PATENT RIGHTS RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11, PATENT RIGHTS RETENTION BY THE CONTRACTOR -- (SHORT FORM))
52.227-14	DEC 2007	RIGHTS IN DATA – GENERAL (ALT I)(DEC 2007)(ALT II) (DEC 2007) (ALT III) (DEC 2007)(AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA – GENERAL)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS; as amended by NFS 1852.227-17.
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL). To Be Completed by Offeror: Page numbers: _____ and Proposal Date: _____
52.228-7	MAR 1996	INSURANCE - LIABILITY TO THIRD PERSONS.
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-6	MAR 2008	ADMINISTRATION OF COST ACCOUNTING STANDARDS.
52.232-17	JUN 1996	INTEREST
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, Alternate I (FEB 2002).
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (Insert: "submission of completed ACH form with proposal" 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)
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-1	APR 1984	SITE VISIT

52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.
52.237-3	JAN 1991	CONTINUITY OF SERVICES.
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS.
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS.
52.242-3	MAY 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 II (APR 1984)
52.244-2	JUN 2007	SUBCONTRACTS (Insert: "TBD" in paragraphs (d) and (j))
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING.
52.244-6	DEC 2008	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY.
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.247-1	FEB 2006	COMMERCIAL BILL OF LADING NOTATIONS
52.249-6	MAY 2004	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)

CLAUSE NO.	DATE	TITLE
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE.
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE – LICENSING
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES.
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION
1852.242-78	APR 2001	EMERGENCY MEDICAL SERVICES AND EVACUATION
1852.243-71	MAR 1997	SHARED SAVINGS.

I.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office

of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

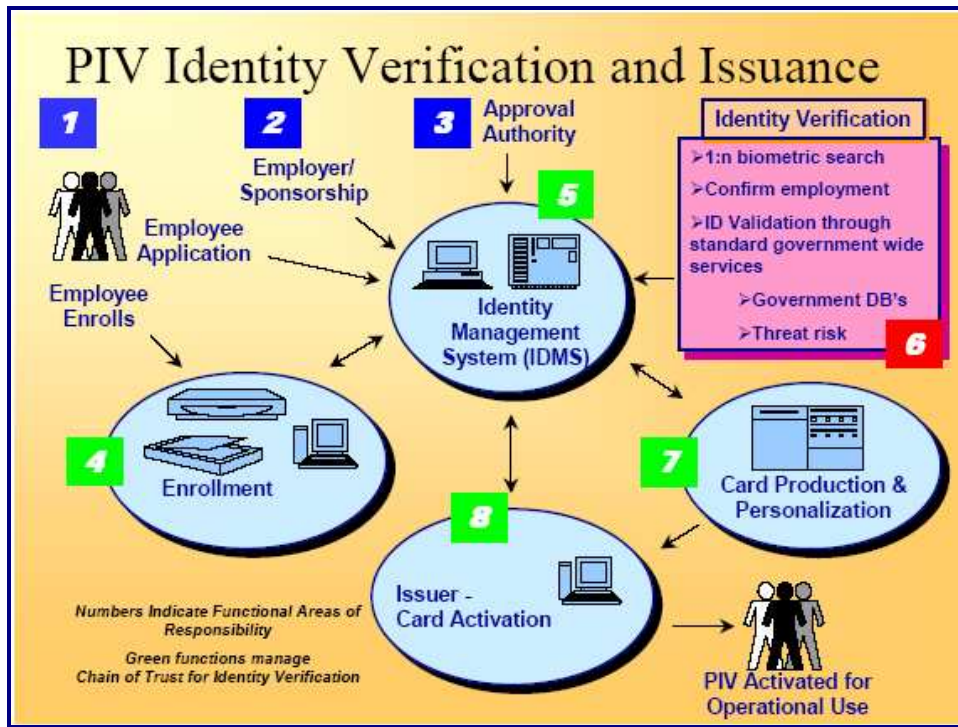


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be

working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear no later than the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3:

Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6:

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, **MAY NOT BE USED** for the original issuance of a PIV vetted credential

Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7:

The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(END OF CLAUSE)

I.3. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (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. FAR 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended ([45 U.S.C. 151-188](#))).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.

Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlrb.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to—

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is

expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(END OF CLAUSE)

I.5 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.1 (a) 10.

(END OF CLAUSE)

I.6 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (MAY 2008) (DEVIATION)

(a) The Contractor shall be responsible for information and information technology (IT) security when –

(1) The Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents.

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the "high water mark," as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The Contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The Contractor shall perform yearly "Classroom Exercises." "Functional Exercises," shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The Contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The Contractor may use web-based training available from NASA to meet this requirement.

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service.

(7) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the Contractor is located at a NASA Center or installation or is using NASA IP address space, the Contractor shall --

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements.

(1) Contractor personnel requiring access to IT systems operated by the Contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The Contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk).

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft.

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars.

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the Contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The Contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the Contractor can demonstrate to the Contracting Officer that the procedures used by the Contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the Contractor may forgo screening of Contractor personnel for those individuals who have proof of a --

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the Contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the Contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The Contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

(END OF CLAUSE)

I.7 NFS 1852.215-84 OMBUDSMAN (OCT 2003)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution.

If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman,

Lewis S. Braxton, III
 NASA Ames Research Center
 M/S 200-9
 Moffett Field, CA 94035-1000
 Telephone: (650) 604-5068
 Facsimile: (650) 604-0031 or (650) 604-1668
 Email: Lewis.S.Braxton@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(END OF CLAUSE)

I.8 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(END OF CLAUSE)

I.9 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

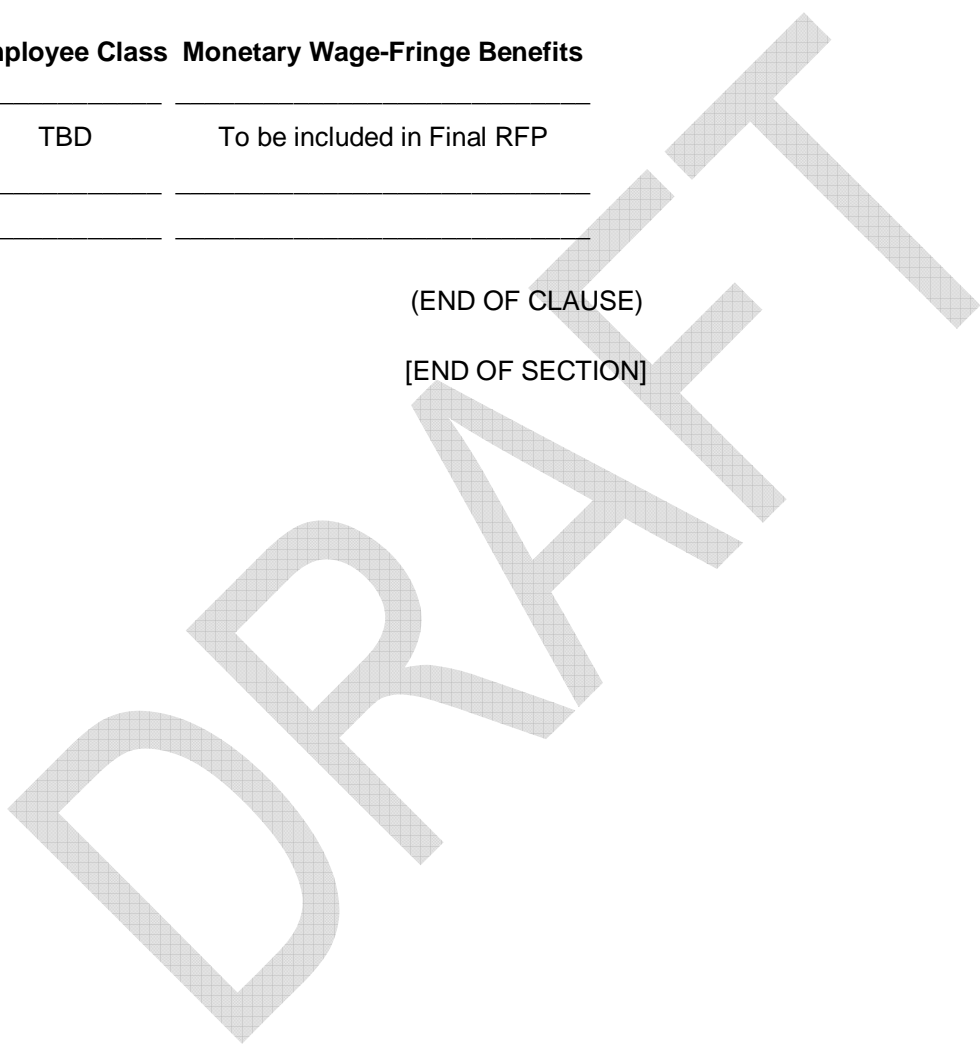
*This Statement is for Information Only:
It is not a Wage Determination*

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage-Fringe Benefits
TBD	To be included in Final RFP

(END OF CLAUSE)

[END OF SECTION]



SECTION J - LIST OF ATTACHMENTS

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

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

Attachment	Title	Date	No. of Pages
1	a. Department of Labor Wage Determination No. CBA 2008-2453, Revision 0	10/20/08	1
	b. Department of Labor Wage Determination No. 94-2062, Revision 7	5/29/08	10
2	Contract Data Requirements List	11/08	12
3	Contractor's IT Security Plan*	TBD	TBD
4	Government Supplied Equipment List	11/13/08	4
5	Direct Labor Rates, Fringe Rates, Indirect Rates, Incentive Fee, and Ceiling Rate Matrices are incorporated by reference*	TBD	TBD
6	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
7	Contractor's Safety and Health Plan*	TBD	-
8	Contractor's Small Business Subcontracting Plan (if applicable)*	TBD	TBD
9	Contractor's Small Business Subcontracting Plan Goals (if applicable)	TBD	TBD
10	DOD Contract Security Classification Specification (DD254)*		
11	Facility Descriptions		
12	Surveillance and Incentive Fee Plan		

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

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

Attachment	Title
1.	Pricing Model Staffing Plan (Including Government Labor Estimate and Descriptions)
2.	Exhibit 1, Proposal Cover Sheet, JA 038
3.	Pricing Exhibits
4	Facility Capital Cost of Money Factors Computation (Form CASB-CMF)
5	Contract Facilities Capital Cost of Money (DD Form 1861)
6	Past Performance Questionnaire
7	Standard Form 3881, ACH Vendor Payment Form

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 – Facility Support Services with a size standard of \$35.5M.

(2) The small business size standard is \$35.5M.

(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 \$35.5M.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

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

FAR CLAUSE	TITLE	DATE	CHANGE

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

(END OF PROVISION)

K.2 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

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

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

- (1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

- (2) Certificate of Previously Submitted Disclosure Statement.

The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

- (3) Certificate of Monetary Exemption.

The Offeror hereby certifies that the Offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption.

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the Offeror did not receive a single CAS-covered award exceeding \$1 million. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES NO

(END OF PROVISION)

K.3 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

Yes No

If the Offeror checked “Yes” above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

K.4 NFS 1852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (DEVIATION) (SEP 2007)

(a) Items of Government property flown in space or used to support other pioneering NASA programs have increased probability of historic significance and an intrinsic value that is likely to exceed their unused material or physical value. Descriptions of physical characteristics alone are often insufficient to determine an item's historic significance or real value. In addition to the property record data required by the clause at FAR 52.245-1, Government Property in this contract, Contractor records of all Government property under this contract shall -

- (1) Identify the projects or missions that used the items;
- (2) Specifically identify items of flown property;
- (3) When known, associate individual items of property used in space flight operations with the using astronaut(s); and
- (4) Identify property used in test activity and, when known, the individuals who conducted the test.

(b) The Contractor shall include this information within item descriptions -

- (1) On any Standard Form 1428, Inventory Schedule;
- (2) In automated disposition systems;
- (3) In any other disposition related reports; and
- (4) In other requests for disposition instructions.

(c) The Contractor shall not remove NASA identification or markings from Government-furnished property prior to disposition without the advanced written approval of the NASA Industrial Property Officer.

(END OF PROVISION)

K.5 FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

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

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

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

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

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

(END OF PROVISION)

[END OF SECTION]

DRAFT

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
PROVISION NO.	DATE	TITLE
52.204-6	OCT 2003	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.211-14	SEP 1990	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-2	AUG 1996	AUDIT AND RECORDS—NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-20	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA
52.219-24	OCT 2000	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAMS-- TARGETS
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
PROVISION NO.	DATE	TITLE
1852.219-77	MAY 1999	NASA MENTOR-PROTÉGÉ PROGRAM
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.227-71	APR 1984	REQUEST FOR WAIVER OF RIGHTS TO INVENTIONS
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA

(END OF PROVISION)

L.2 FAR 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS. (JUN 1988)

The specifications cited in this solicitation may be examined at the following location(s):

1. NASA Ames Research Center HomePage:
<http://www.arc.nasa.gov/http://128.102.84.6/Directives/ADMSServices.html>
2. NASA Ames Research Center Wind Tunnel information:
<http://windtunnels.arc.nasa.gov/WindTunnels/index.html>
3. NASA Ames Research Center Thermo-Physics Facilities Branch:
<http://thermo-physics.arc.nasa.gov/>
4. Technical Reference Documents:
Link – TBD

DOCUMENT TITLE	NUMBER
AMES HEALTH AND SAFETY MANUAL PROCEDURAL REQUIREMENTS	APR 1700.1
TEST PLANNING GUIDE FOR ASF FACILITIES	A029-9701-XM3
WIND TUNNEL DIVISION OPERATIONS AND SUPPORT CONTRACTOR SAFETY MANUAL	AO27-9991-XS1
FO DIVISION QUALITY SYSTEM MANUAL	53.FO.0001
CONFIGURATION MANAGEMENT PROCEDURES	AO27-9391-XB4
TEST PLANNING GUIDE FOR HIGH SPEED WIND TUNNELS	AO27-9391-XB2
PROPERTY MANUAL	AO27-9791-XB1
STANDARD OPERATING PROCEDURES 12-FOOT PRESSURE WIND TUNNEL	A306-9291-XM1
STANDARD OPERATING PROCEDURES FOR THE 40X80FT WIND TUNNEL	A321-9791-XM1
STANDARD OPERATING PROCEDURES FOR THE 80X120FT WIND TUNNEL	A321-9792-XM1
UNITARY PLAN WIND TUNNEL AUXILIARIES STANDARD OPERATING PROCEDURES	A327D-7691-XM1
UNITARY PLAN WIND TUNNEL 9 X 7 FOOT SUPERSONIC WIND TUNNEL STANDARD OPERATING PROCEDURES	A327B-7691-XM1
UNITARY PLAN WIND TUNNEL 11FT TRANSONIC WIND TUNNEL STANDARD OPERATING PROCEDURES	A327A-7691-XM1
STANDARD OPERATING PROCEDURES FOR THE HIGH PRESSURE AIR DISTRIBUTION SYSTEM	A329A-9791-XM1
WIND TUNNEL FACILITY ENGINEERING AND MODEL DESIGN	AO27-9891-XB5
WIND TUNNEL MAINTENANCE MANUAL	AO27-9391-XB5
TEST PROCESS MANUAL	AO27-9791-XB4
WIND TUNNEL DATA MANAGEMENT MANUAL	AO27-9761-XB1
USER'S GUIDE FOR SDS TEST REQUIREMENT FORMS	AO27-9891-XB2
ASF INSTRUMENTATION CALIBRATION PLAN	A029-9801-XM2

CONFIGURATION AND DATA MANAGEMENT PLAN	A029-9701-XM1
CHECKLIST FOR CALIBRATION OF AIR SYSTEM	ASF-00-003
STANDARD OPERATING PROCEDURE FOR THE STEAM VACUUM SYSTEM (SVS)	A334A-9891-XM1
STANDARD OPERATING PROCEDURE FOR THE HYPERVELOCITY FREE FLIGHT FACILITY (HFFF) PART A	A337-9891-XM1
STANDARD OPERATING PROCEDURE FOR THE HYPERVELOCITY FREE FLIGHT FACILITY (HFFF) PART B	A337-9891-XM2
STANDARD OPERATING PROCEDURE FOR THE AMES VERTICAL GUN RANGE(AVGR)	A304A-9891-XM1

(END OF PROVISION)

L.3 NFS 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (DEC 1988)

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

Date: Tuesday, December 9, 2008
Time: 9:00 am – 3:00 pm
Location: Building 245 Auditorium (Room 272)

(b) The following is important information regarding this event:

- This will be a walking tour, approximately 1 ½ hours long, so visitors are advised to dress accordingly. No open-toed shoes will be allowed in the test facilities.
- Anticipated Agenda:
 - 9:00 – 9:30 sign-in
 - 9:30 – 10:00 Acquisition Presentation
 - 10:00 – 11:30 Technical Presentation
 - 11:30 – 12:00 Questions
 - 12:00 – 1:00 Lunch Break
 - 1:00 – 3:00 Facility Tours
 - It is expected that the tour will be concluded no later than 3:00 PM.
- Please state if a visitor's badge is **not** required.
- ONLY US CITIZENS will be able to attend this conference due to badging requirements. Holders of a US alien registration card (i.e. green card) are considered Foreign National visitors with additional processing required before entry is permitted. Therefore, Foreign Nationals and US alien registration card holders will not be able to attend this conference.
- Due to space limitations, it is necessary to limit attendance to **3** persons per company. Please email or fax the attendees' names, company name, phone number, email address, confirmation that they are US Citizens, and any special accommodations that may need to be made to Ronnee R. González at Ronnee.R.Gonzalez@nasa.gov or Fax: 650-604-0270 no later than November 17, 2008.
- Visitors will be required to stop at the Ames entrance gate to obtain visitor's badges, so allow time for this process, and be prepared to show picture identification. Due to increased security measures at NASA Ames, all cars are subject to search.
- No photography of any kind will be allowed.

- Written questions of a technical or contractual nature will be accepted during the tour, and NASA responses will be posted to this website after the conference.
- Copies of the conference agenda, charts, and a list of attendees will be posted to this website.

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

(END OF PROVISION)

L.4. FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single award Indefinite Delivery Indefinite Quantity (IDIQ), Cost Plus Incentive (Cost and Performance) Fee (CPIF) contract resulting from this solicitation.

(END OF PROVISION)

L.5. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

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

NASA Ames Research Center
 Attn: Ronnee R. González; M/S 227-4
 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.6. PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

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

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
Cover Letter Contact Information Teaming Arrangements Standard Form (SF) 33 Section B Section H Section I Standard Form (SF) 3881	L.6(b)(2)	1	6	1

Section K Oral presentation Attendee List				
Vol. I, Mission Suitability Proposal	L.6(c), L.9(a)	See below	see below	see below
Oral Presentation (format)	L.8	1	6	2 ¹
B. Management Approach	L.9(a)(3)B			
Written Subfactors (format)	L.7	1	6	1
A. Technical Understanding	L.9(a)(2)A			
B. Management Approach				
Key Personnel	L.9(a)(3)B(7)			
Total Compensation Plan	L.9(a)(3)B(8)			
Organizational Conflicts of Interest Avoidance Plan	L.9(a)(3)B(9)			
C. Safety & Health Plan	L.9(a)(2)C			
D. Small Business Utilization	L.9(a)(2)D			
Vol. II, Past Performance Proposal	L.6(d), L.9(b)	1	6 ²	1
Vol. III, Cost/Price Proposal	L.6(e), L.9(c)	1	6	1 ³

¹ An additional electronic copy of the oral presentation is required, prepared as described in L.8.

² A list of the Agencies/Companies who will be responding to the Past Performance Questionnaire is due from the offeror at least 15 days prior to the due date of the RFP. The entire completed Past Performance Questionnaire, for each of the identified contracts, must be returned by the customers at least 10 days prior to the due date of the RFP.

³ The electronic copies of the Pricing Exhibits in Section J, attachment J.1(b)3 are required to be saved and submitted in their Excel (.xls) format, not in PDF.

(2) Include a cover letter in Volume I of the proposal. 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 and/or attachments:

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions.
- A complete description of any proposed teaming arrangements.
- 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 response to Section B, Clause B.1, "Supplies/Services to be Provided," for Total Phase-In Costs; completion of Clause B.6, "Estimated Cost and Fees," for the Target, Minimum, and Maximum Incentive Fees; and comments on the sharing ratios in Clause B.6.
- A completed response to Section H, H.3: NFS clause 1852.235-71, "Key Personnel and Facilities," the proposal number to complete Clause H.11, "Incorporation of the Contractor's Proposal;" and completion of clause H.13, "Small Disadvantaged Business Participation – Contract Targets"
- Completed responses to Section I, "Contract Clauses," FAR clauses 52.219-4 "Notice Of Price Evaluation Preference For Hubzone Small Business Concerns;" 52.219-23 "Notice Of Price Evaluation Adjustment For Small Disadvantaged Business Concerns"; and 52.227-23, "Rights to Proposal Data (Technical)"
- A completed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see Attachment J.1(b)7).
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors".
- For the Oral Presentation, provide a written list of names of the presenters, position titles, name of firm, and confirmation that all presenters are U.S. Citizens.

Also include:

- 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.

(3) Address and forward the proposal package in accordance with the instructions specified on SF 33, Block 9.

(4) RESERVED

(5) The pages and presentation slides of each proposal volume shall be numbered and identified with the Offeror's name, RFP 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. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Small Business Utilization Subcontracting Plan, if required, is also excluded from the page count limitation. Further page limitations are set forth in this Section L, paragraph L.7, "Proposal Page Limitations."

(6) One electronic copy of each volume shall be submitted (in addition to the hard copies specified in (b)(1) above) in Portable Document Format (PDF), except that electronic copies of the Pricing Exhibits in Section J, attachment J.1(b)3 are required to be saved and submitted in their Excel (.xls) format, not in PDF. The Cover Letter may be included with the electronic version of Volume 1. A separate CD or USB memory stick shall be included with the sealed oral presentation as described in Provision L.6. The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB. In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(7) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."

(8) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(9) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(c) Mission Suitability (Volume I). Both management and technical information shall be included in the Mission Suitability Proposal. No cost/price data shall be included except for a schedule of wages, salaries, and benefits. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Board is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on

the information presented in the oral and written presentation. The proposal must specifically address each listed evaluation subfactor.

(d) 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.

(e) 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, paragraph L.4, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.7. PROPOSAL PAGE LIMITATIONS

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

Proposal Component	Page Limit ¹
Cover Letter	No limit
Volume I — Mission Suitability Proposal	See below
Oral Presentation	
B. Management Approach	75 (slides)
Written Subfactors	
A. Technical Understanding	50
B. Management Approach	
Key Personnel	No limit ²
Total Compensation Plan	No limit
Organizational Conflicts of Interest Avoidance Plan	No limit
C. Safety and Health Plan	No limit
D. Small Business Utilization Subcontracting Plan (Large Business)	No limit
Volume II — Past Performance Proposal	25 ³
Volume III — Cost/Price Proposal	No limit

¹ These limits apply only to content pages. Paragraph L.7(c) lists page types which are not affected by this limit.

² In the Key Personnel written response, commitment letters are limited to one page per individual; resumes are limited to 3 pages total per individual.

³ No limit to length of past performance questionnaire responses.

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In addition, the Safety and Health Plan, the Organizational Conflicts of Interest Avoidance Plan, the Total Compensation Plan, the Small

Business Subcontracting Plan, if applicable, and the commitment letters and resumes for key management and technical personnel are not page limited. However, commitment letters shall be limited to no more than one page per individual, and the resumes with job descriptions shall be limited to no more than 3 combined pages per individual.

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

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

(END OF PROVISION)

L.8 INSTRUCTIONS FOR MISSION SUITABILITY ORAL PRESENTATIONS

(a) Offerors must submit their oral presentation materials together with their offers. Offerors may not change their presentation after this submission. The Government will furnish the presentation materials (in their originally sealed package) to the Offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to protect the integrity of the oral presentation process. Offerors shall mark their package containing their presentation materials for the oral presentation as follows: "OFFEROR'S PRESENTATION MATERIALS FOR MISSION SUITABILITY ORAL PRESENTATION." Animation of any type may not be used in the Offeror's slides.

(b) Oral Presentation Media: Offerors shall provide their presentation in Portable Document Format (PDF). The Government will provide the computer, software, projector, and screen to support the presentation of the PDF file(s). Offerors may not use any other media. Offerors shall mark presentation materials in accordance with FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition," as appropriate. Slides shall contain Arial font text with a size not smaller than 12 point and must be black on a white/clear background. Offerors may use colors other than black and white/clear on graphical slides (e.g., bar charts, pie charts, graphs or figures) when color is useful in conveying information. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 10 point.

(c) The Offeror shall have the proposed Program Manager and up to 4 of the Offeror's Key Personnel present the oral presentation (**limit five (5) presenters**). Additional attendees beyond the presenters are not allowed. The Offeror shall introduce each of the presenters at the start of the oral presentation. Introductions shall count against the time limits for presentation. Requests for changes, substitutions, or additions to the proposed presenters are not allowed.

(d) The oral presentation shall specifically address each listed evaluation subfactor with the exclusion of the written Mission Suitability subfactors, which will be evaluated by the government independently.

(e) Within fifteen (15) business days after the closing date of the RFP, each Offeror will be given the date, time and place for its oral presentation. The date will not be less than 7 days following notification. The oral presentation will be held at Ames Research Center, Moffett Field, California (this is subject to change at the Government's discretion).

(f) The Government will randomly assign a date for the oral presentation to each Offeror who submits a responsive proposal and which is received by the designated due date. The Government will choose random numbers from a "blind" receptacle, which correspond to the number assigned to the written proposal. From the first random number chosen through the last, the numerical sequence of the Offerors scheduled to present will be established. After assigning the sequence of presentations, the Offeror will be notified of the scheduled time and place for the Oral Management Approach Presentation. The right to reschedule any Offeror's presentation is at the discretion of the Contracting Officer.

(g) The Oral Presentation of the Management Approach may be recorded by the Government. The Government will provide its own recording equipment. Copies of the recording will not be provided to the Offeror.

(h) The length of the presentation shall be no more than 90 minutes. The Government may ask for clarification at the conclusion of presentation, which shall not count against the time limit. The format is shown below:

Description	Time Limit (Minutes)
Presentation	45
Break	15
Presentation	45
Break	15
Proposal Clarification	5 minutes per clarification response

(i) The oral presentation will be in the form of a briefing of the factors and subfactors identified in Section L, paragraph L.9, *Proposal Preparation--Specific Instructions*. The oral presentation shall be compliant with all mandatory instructions contained in this solicitation.

(j) The Offeror shall not provide any additional written material during the presentation and clarification sessions. No external communication (e.g., phone calls, cellular phones, e-mail, etc.) shall be allowed during the presentation and proposal clarification sessions.

(k) Proposal Clarification. During the clarification period, the Government may request clarification of any of the points presented. Any such interchange between the Offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.306(d). There is no time limit per se for clarifications; however, the Offeror will be limited to only 5 minutes for each clarification. Time for clarifications will not be counted against the Offeror's 90 minute presentation time limit.

(l) Slides are considered as part of the Mission Suitability proposal and will be incorporated into the contract. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of oral statements is not permitted. Offerors are advised to ensure that their slides are complete and comprehensive, and cover all of the areas subject to their oral presentation.

(m) No discussions, as defined by FAR 15.306(d), will be permitted during the oral presentation. The Offerors will not be informed of their strengths, deficiencies, or weaknesses during the presentation or clarification period.

(END OF PROVISION)

L.9 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

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

- Mission Suitability
- Past Performance
- Cost/Price

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

(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 must not assume that the evaluation team is aware of their company

abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to accomplishment of work.

(1) The evaluation will be based on the information presented in the oral presentation and the written subfactors. The proposal must specifically address each listed evaluation subfactor. 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.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

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

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Technical Understanding			Written
B	Management Approach	1	Organizational Structure and Approach	Oral
		2	Response to Sample Task A – TBD	Oral
		3	RESERVED	
		4	Key Personnel	Oral
		5	Staffing, Recruitment, Retention and Training	Oral
		6	Phase-In Plan	Oral
		7	Key Personnel	Written
		8	Total Compensation Plan	Written
		9	Organizational Conflicts of Interest Avoidance Plan	Written
C	Safety and Health Plan			Written
D	Small Business Utilization			Written

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

A. Technical Understanding – Written Proposal (Subfactor)

Stating that the Offeror understands and will comply with the requirements described in the SOW is considered an inadequate response, as is paraphrasing. Statements such as “standard procedures will be employed” or “well known techniques will be used” do not indicate a sufficient level of awareness and understanding of the SOW, and will not be considered as an effective response to the solicitation.

The Offeror's proposal shall demonstrate its understanding of each of the requirements of the SOW and specifically address how the work would be accomplished as follows:

- The Offeror shall describe, in a complete, balanced, and consistent manner, it's understanding of the Testing, Development, and General Services areas described in the Statement of Work (SOW) and their interrelationships to be managed in a safe, coherent, integrated manner that will meet each of the

requirements defined in the Statement of Work, specifically addressing the processes, systems, and techniques the offeror plans to use in the performance of this work.

- The Offeror shall describe its approach to performing hazardous operations safely in the high-risk facilities described in the SOW.
- The Offeror shall describe its approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW.
- The Offeror shall identify those areas the offeror considers critical, or of high risk, to accomplishing the specific services (Testing, Development, and General) listed in the SOW, and the offeror's proposed approach to minimizing the probability and impact of those risks to ensure success in each area:
 - Testing Services – The offeror shall specifically address their understanding of how to deal with, and the risks inherent in, simultaneous, multiple tests in several facilities at different phases of planning, preparation, operation, and post-test operation.
 - Development Services - The offeror shall describe its understanding of the various project development types and its approach in performing this work with respect to the following:
 - Ability to develop and refine user or customer requirements
 - Understanding of the role of risk and cost management
 - Understanding of the various skills required to perform the project types
 - Understanding of the critical issues involved in project management, including when the Government is responsible for some segments, of the design, development, fabrication, fabrication oversight, testing, integration, and deployment of unique systems that are designed to operate in unique environments.
 - General Services - The offeror shall describe its understanding of the operation of support facilities for providing utilities needed for aerospace testing and its approach and processes to perform the administrative services required in support of the SOW.

B. Management Approach – (Subfactor)

The Offeror shall describe its management and business approaches to coordinate, perform, integrate, control, and accomplish the requirements of the SOW from phase-in through the life of the contract.

1. Organizational Structure and Approach – Oral Presentation. The Offeror shall describe its Organizational Structure and Approach, including rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority. Diagram the structural connections or associations of the organizations responsible for this work with any corporate or division organizations and any subcontractors.
- The offeror shall describe its approach to meeting the goals and objectives of the requirement. The offeror shall describe how its approach will be applied to assure excellent performance in the services provided under this contract and how the approach will integrate any proposed subcontractors into the prime's level of performance.
- If subcontracting or team (as defined in FAR 9.6) arrangements are proposed, provide the name(s) of the company(s) selected, the basis of the selection(s), the type of proposed subcontract(s) (i.e., FFP, CPFF, CPAF, CPIF), and a description of the operational and technical benefits of these arrangements to NASA as well as the proposed approach for managing these arrangements.
- Authority and responsibility vested in the site manager and key personnel / other managers; and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a safe, timely, efficient, and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large, and with one time requirements and long-term relationships.

- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. 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.
- Benefits to the Government of the above identified resources (in terms of safety, mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

Response to the Sample Task(s): Proposals that merely restate the sample task(s) without discussing approach and rationale may be considered unacceptable and subject to rejection. Further, the Offeror can assume that the evaluation team has copies of the Sample Task(s). Therefore, restating the Sample Task(s) is unnecessary.

- **2. Response to Sample Task – Oral Presentation.** TBD

Sample Task :

TBD

3. RESERVED

4. Key Personnel – Oral Presentation. The Offeror shall describe its approach and rationale for key personnel and address the following:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

5. Staffing, Recruitment, Retention and Training – Oral Presentation. The Offeror shall describe its staffing and recruitment approach and rationale for the following:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Include the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Provide recruitment plans, methods, and employee retention plans. Address plans for internal training, mentoring, and career development.
- Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Provide process(es) for dealing with underperforming employees.
- Submit information concerning other policies and incentives aimed at contributing to a safe working environment for employee retention, morale, productivity, growth, and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.

- Proposed methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including foreign nationals with various immigration status (H1, J1, green card, etc.).

6. Phase-in Plan – Oral Presentation. The Offeror shall describe its phase-in plan for the following:

- Proactive approaches to ensuring safe, efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel in similar facilities.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in, and rationale for those proposed.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

7. Key Personnel – Written Proposal. The Key Personnel written proposal includes the following: key person commitment letters with percentage committed, commitment letter from company that intends to move existing staff to key position, and resumes for key management and technical personnel.

8. Total Compensation Plan – Written Proposal

The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- Identify salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide a reference to where two charts: (1) containing the average of fringe benefit information for all the exempt labor categories and (2) containing the average of fringe benefit information for all the non-exempt labor categories; are located in the Cost Proposal.
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- If uncompensated overtime is proposed, give rationale and identify hours of uncompensated overtime proposed by labor category.
- Each benefit proposed which would reasonably incur cost shall be identified and costed in volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).

9. Organizational Conflicts of Interest Avoidance Plan – Written Proposal

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with and assurances that all safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H Clauses, H.2 *Organizational Conflicts of Interest, and Limitation on Future Contracting*, H.11 *ARC 52.227-93 Management and Protection of Data*, H.12 *ARC 52.227-96 Handling of Data*, and Section I Clause, I.1 *NFS 1852.237-72, Access to Sensitive Information* relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

C. Safety and Health – Written Proposal (Subfactor).

The Offeror shall submit a detailed written safety and health plan that includes a complete and comprehensive response to the safety and health hazards that can be expected during the course of this contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3 (<http://nodis.hq.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>) and APR 1700.1 (see L.2 for location), and shall include, at a minimum, those listed below. Additional items may be included, if appropriate.

- (1) Statement of corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
 - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - Method of making sure that emergency plans and procedures are current and sufficient.
 - Method for making sure that employees consistently perform their work safely and in accordance with the plan.
 - Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract as Attachment J.1(a)7. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

D. Small Business Utilization – Written Proposal (Subfactor).

All Offerors, except small business concerns, must complete the Small Business Subcontracting Plan according to instructions described below. Although small businesses are not required to submit Small Business Subcontracting Plans, the instructions below request "Other" information that needs to be addressed, if applicable. See paragraph 2.b below. **Small businesses shall address small business participation to the extent that subcontracting opportunities exist.** See FAR 52.219-8, *Utilization of Small Business Concerns*.

The instructions regarding SDB participation apply to BOTH large and small business offerors except SDB offerors, unless the SDB offeror waives the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns* in Section I of this solicitation. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation described in Section M.

1. Small Business Subcontracting Plan (the Plan) required by the FAR (This applies ONLY to Large Businesses):

- a. This solicitation contains FAR clause 52.219-9, "Small Business Subcontracting Plan—Alternate II." The Subcontracting Plan described and required by the clause, including the associated subcontracting percentage goals and subcontracting dollars, must be submitted with your proposal.
- b. The Contracting Officer's assessment of appropriate subcontracting goals for this acquisition, expressed as a percent of IDIQ maximum ordering value (basic and all options combined), is as follows:

Total Small Business (SB) Goal	25.0%
*Small Disadvantaged Business (SDB) Concerns (Includes SDB's in both targeted and non-targeted areas.)	8.0%
Women Owned Small Business (WOSB) Concerns	5.0%
HBCU/OMEI	0.5%
HUBZone Small Business (HBZ) Concerns	3.0%
Veteran Owned Small Business (VOSB) Concerns	3.0%
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	1.0%

*Although 15 U.S.C. 637(d) requires subcontracting plans to contain information about SDB concerns, case law prevents the Government from giving evaluation credit to business types based on race or ethnicity unless those businesses are in under represented industries. The Section M evaluation for SDB participation ensures that the Government only evaluates participation of SDB's in industries that are designated by the Department of Commerce as under represented. For purposes of the Small Business Subcontracting Plan, the proposed subcontracting goal for SDB's will be evaluated based upon the SDB's status as a small business.

- c. Offerors are encouraged to propose goals that are equivalent or greater than those recommended in section b above; however, Offerors must perform an independent assessment. The goals included in the submitted Subcontracting Plan may be higher, lower, or the same as the recommended goals, depending upon the Offeror's independent assessment. The Offeror's Subcontracting Plan shall separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns.
- d. The Plan submitted with the proposal shall be incorporated in Section J as J.1(a)8 in the resulting contract. The requirements in the Plan must flow down to first tier large business subcontracts expected to exceed \$550,000 or \$1,000,000 for construction of a public facility. Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, it is recognized that the subcontracting opportunities available to these subcontractors may differ from those suggested in the solicitation based upon the nature of their respective performance requirements.
- e. Offerors are advised that a proposal will not be rejected solely because the submitted Plan does not meet the NASA recommended goals that are expressed in paragraph 1.(b) above in terms of percent of IDIQ MAXIMUM ORDERING VALUE (basic and all options combined). Offerors shall discuss the rationale for any goal proposed that is less than the Contracting Officer's recommended goal in any category. In

addition, the Offeror shall describe the efforts made to establish a goal for that category and what ongoing efforts, if any, the Offeror plans during performance to increase participation in that category.

f. In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I FAR clause 52.219-9, Alternate II, Offerors (Large Businesses) shall complete J.1(a)9, SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provides a breakdown of the offeror’s proposed goals, by small business category, expressed in terms of both a percent of IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall modify the exhibit in J.1(a)9 to show the proposed subcontracting goals for the base period and each option separately.

EXAMPLE:

- (1) Example of Subcontracting Goals as expressed in both IDIQ MAXIMUM ORDERING VALUE and SUBCONTRACT VALUE for a contract IDIQ Maximum Ordering Value proposed at \$100M and estimated subcontracts of \$50M.

	Column A IDIQ MAXIMUM ORDERING VALUE	Column B	Column C SUBCONTRACT VALUE GOAL
Category	Percent of IDIQ Maximum Ordering Value	Dollar Value	Percent of Subcontracting Value
Small Business Concerns	25 percent	\$25,000,000	50 percent
<i>The following subcategories are inclusive of the above Small Business percentage</i>			
Women Owned Small Business Concerns	9 percent	\$9,000,000	18 percent
Small Disadvantaged Business Concerns	5.5 percent	\$5,500,000	11 percent
Veteran Owned Small Business Concerns	2.5 percent	\$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business Concerns	1.5 percent	\$1,500,000	3 percent
HUBZone Small Business Concerns	1.5 percent	\$1,500,000	3 percent
Historically Black Colleges and Universities	1.5 percent	\$1,500,000	3 percent

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

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

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

2. Other:

Large businesses are required to complete section a. below to further support proposed goals in their Small Business Subcontracting Plan. Small businesses are required to complete section b. below to the extent that subcontracting opportunities exist in their proposal.

a. Offerors who are large businesses shall provide the following:

1. Rationale to substantiate the proposed goals in the Small Business Subcontracting Plan
2. If appropriate, discuss any plans to phase in contracting for the proposed Small Business concerns explaining the rationale for the phase-in plan.

b. Offerors who are small businesses shall provide the following:

1. A breakdown of anticipated subcontracting, in terms of total contract dollars, (basic requirement and each option separately), for both small business concerns and large businesses. Small businesses shall provide rationale to substantiate the anticipated subcontracting.

3. SDB Participation – Contract Targets (applies to Large and Small Businesses):

a. The targets only include subcontracts with SDB concerns in those industries that the Department of Commerce has designated as under-represented areas within NAICS Industry Subsector. The General Services Administration has posted this Department of Commerce determination and additional information at: <http://www.arnet.gov/References/sdbadjustments.htm>

b. After completing an independent assessment of the small disadvantaged opportunities available for this acquisition, Offerors shall propose a target for SDB participation by completing the Section H clause at H.13, Small Disadvantaged Business Participation – Contract Targets. The target for SDB participation in clause H.13 shall be expressed as a percent of IDIQ MAXIMUM ORDERING VALUE (basic and all options combined). If the Offeror is an SDB that has waived the SDB price evaluation adjustment in accordance with FAR 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized subsectors as the prime contractor. For additional information on under represented areas by NAICS Industry Subsectors, Offerors may reference the following website: <http://www.arnet.gov/References/sdbadjustments.htm>

4. SDB Participation – Other (applies to Large and Small Businesses):

The information below is only requested to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors.

Each Offeror shall:

- a. Provide rationale to substantiate the proposed targets for SDB participation.
- b. Provide a brief description of the Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(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, corporate management responsiveness, and other information. "Major subcontractors," for purposes of this solicitation, is defined as \$500,000 total contract value, including all options, covering a performance period of five (5) years. The Past Performance Proposal must include a list of relevant government and industry contracts, each in excess of \$1,000,000 total contract value, received in the past five (5) years, or currently in negotiation, involving types of related effort. These contracts shall 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, and whether your company was

the incumbent on the prior contract. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are to be included. In this case, include a brief description of the Offeror's part of the work and the total dollar value of the Offeror's portion.

A. Information Provided by Offerors and Major Subcontractors The Offeror and major subcontractors shall provide Information regarding relevant technical performance, contract management, corporate management responsiveness, and other information as listed below for all relevant contracts. The offeror is also required to complete the Relevant Contract Chart provided below.

1. Relevant Technical Performance. The offeror and major subcontractors shall provide any relevant technical performance information for each of their reference contracts to assist in the Government's evaluation on each of the following topics:

- Approach to protecting the environment during facility operations, maintenance, and repair
- Approach for employee safety
- Approach for ensuring safe use of the facilities
- Compliance with technical and schedule requirements; explain any schedule slips.
- Contractor flexibility and effectiveness in dealing with changes to technical requirements.
- Innovative and resource-efficient solutions to satisfy requirements.
- Key personnel performance and relevant experience
- Approach to assessing technical performance and re-assigning staff as necessary.
- Quality, accuracy, and completeness of technical documentation.

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 on each of the following topics:

- Safety record.
- Management of multiple, concurrent, and complex tasks.
- Conformance with the terms and conditions of contracts, including delivery of products and reports, and adherence to cost and schedule constraints.
 - For each cost-type reference 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.
- Record of recruiting, developing, and retaining a workforce with the appropriate skills for contract performance.
- Subcontract management.
- Record in meeting Subcontract Goals
- History of handling of labor, including union, related issues.
- Retention of incumbent contractor employees during first year of contract performance for which the offeror was not the incumbent.
- Management of the phase-in period to ensure efficient continuation of operations during contract turn-over in cases where the contractor was not the incumbent.
- Management of technology transfer including export control, Government sensitive, and third party proprietary data issues.

3. Corporate Management Responsiveness. 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 management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Qualifications and effectiveness of on-site contract management and the level of autonomy the on-site manager had to manage the contract.
- Extent of corporate management involvement in contract operations.
- Availability of corporate resources.
- Changes made to lines of authority during the contract, and their impact to contract performance.
- Increases in direct and indirect rates from original proposal, and their impact on overall cost performance.
- Management of performance problems and their resolutions.
- Management of processes for hiring foreign nationals of varying immigration status.

4. Other Information. For each of their reference contracts, (1) provide the rating scale, ratings received, and the fee results by evaluation period for each Award Fee or Incentive Fee contract, and (2).to assist in the Government's evaluation on each of the following topics, the offeror and major subcontractors shall:

- Provide past performance information regarding predecessor companies, key personnel who have relevant experience, or subcontractors that will perform major or critical aspects of the requirement
- Describe recruiting actions taken; describing skill sets required, recruitment processes, and hiring success rates.
- Describe examples, if any, of loss of key personnel and your experience in filling the vacant position(s).
- Discuss examples of engaging technical personnel in continuous improvement processes and in establishing, maintaining, and improving corporate values and high morale.
- Provide examples of improved personnel management and technical performance and the metrics used to measure the improvement.
- Describe significant awards and certifications received during the past 5 years. Identify what segment of the company received the award or certification, when it was received, and whether any certifications are still current. Technical Awards should be relevant to solicitation requirements.
- Describe any serious performance problems, termination for default, environmental violations or safety violations cited.
- If applicable, identify any Labor Unions having Collective Bargaining Agreements with your company covering classes of employees proposed for this requirement. Furnish one copy of each Agreement and discuss the history of claims or disputes and their resolution(s), including the number of claims filed, the outcome of each claim, and how each claim was resolved. Historical information is requested over the last five (5) years.
- List the date of the most recent reviews of your management system(s) (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.

The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

PRIME AND MAJOR SUBCONTRACTOR PAST CONTRACTS

The following chart is used to capture past performance information similar in technical requirements, size and complexity to the work that may result from this solicitation. Complete the following chart by inserting the appropriate contract number in the first column and the number of personnel assigned in each topic area, as well as the total and total employees on contract. Separate contracts for prime and each major subcontractor.

(NOTE: This chart will not count against the allotted page count)

Agency – Contract No./ Company	Operation of Aeronautical or Aerospace Test Facilities (a)	Testing in Aeronautical or Aerospace (b)	Development Projects (c)	Total (a)+(b)+(c)	Total Employees on Contract
Prime Contractor:					
Major Subcontractors:					
Other NASA Contracts:					
Contract Number	Point of Contact (name, telephone number, email address)				

B. Past Performance Questionnaires

The following information shall be supplied for 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 unit that will perform the work under this contract, if awarded.

Each offeror is responsible for assuring that the customers return questionnaires directly to the Government. 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 submit a list of the Agencies/Companies who will be responding to the Past Performance Questionnaire 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 this list directly to Ronnee R. González, Contracting Officer at Ronnee.R.Gonzalez@nasa.gov or Fax: 650-604-0270 at least 15 days prior to the proposal due date.**

(2) At a minimum each offeror and major subcontractor shall send a blank Past Performance Questionnaire, for completion, to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of all relevant completed (completed within the last five years) or active (underway at least one year) NASA contracts.

(3) At a minimum each offeror and major subcontractor shall provide a blank questionnaire, for completion, to customers from all relevant contracts as described in L.9 (b).

(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. Cost proposals shall include the following information for the offeror as well as any subcontract valued at \$1M or more. The proposed costs will be used for evaluation purposes based on the Government's estimated pricing model staffing plan (labor categories and labor hours) included as Attachment J.1(b) 1. This will provide the government with a standard cost model to be used to compare proposals. The cost model is for evaluation purposes and the actual number of labor hours needed in the various labor categories will be determined upon negotiation of individual task orders. 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.

In accordance with 16.301- 3(a)(1), award of a Cost Reimbursement contract requires that the contractor's accounting system is adequate for determining costs applicable to the contract. Although the proposal is not required to be cost certified, the Offeror's proposal shall be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. If your system has previously been reviewed, and approved by the Government, provide the name and telephone number of the cognizant Government office.

The required format for other than cost or pricing data is for evaluation purposes. The cost for any resultant contract will be awarded on the basis of the successful offeror's normal estimating and/or accounting system or the system set forth in the Cost Accounting Standards Board Disclosure Statement required by Public Law 100-679, if applicable. If the offeror's estimating and/or accounting practice differs from the required cost proposal format, the costs should be computed in accordance with the offeror's normal accounting and estimating procedures provided with rationale for the format adjustments.

Attachment J.1(b)1 contains the Government's estimated hours for all the non-management direct labor, (i.e. labor other than program management) with position descriptions/categories for this effort. The estimated non-management hours are provided for evaluation purposes **only** and are not to be construed and/or interpreted as the number of hours that will be ordered under this Indefinite Delivery/Indefinite Quantity contract. Offerors are required to add their own unique program management staff positions and associated hours to manage this effort as part of their cost proposal.

Direct labor must be estimated on the basis of productive effort. Productive effort is the estimated number of hours required to perform the work. Vacations, holidays, sick leave, and any other paid absences shall not be cited as direct labor, but shall be separately identified and priced or included in indirect cost.

The offeror and **all** subcontractors and/or teaming partners, regardless of dollar value, shall be included in **Exhibits 2A and 2B** and shall complete and submit **Exhibits 3A and 3B**. For significant subcontracts expected to exceed \$1M, the proposed significant subcontractor and/or teaming partner shall provide Cost **Exhibits 3A and 3B through Exhibit 8** and supporting information that is requested from the offeror. Prospective

subcontractors and/or teaming partners may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

The offeror shall submit electronic copies of the cost proposal charts contained in the referenced exhibits in Microsoft Excel format on CD-ROMs. Two copies of the CD-ROMs shall be submitted with one copy identified as the backup. This requirement is in addition to the required hard copies. The offeror shall include all formulas in the cost charts to substantiate the whole dollar amount proposed. The offeror shall certify that all disks are virus-free. In the event of any inconsistency between data provided on electronic media and hard copies, the hard copy data will be considered to be correct.

An annual rate of **2.5%** recommended by NASA Headquarters should be used for labor escalation. Rationale and justification is required for proposing an escalation rate other than the recommended rate.

For purposes of proposal submissions, an **annual value of \$15M for Other Direct Costs (ODCs)** which only reflects material/supplies, travel, and training is provided for use in the offeror's cost model. This represents the Government's current best estimate of contract requirements and is exclusive of any indirect expenses. Therefore, unless it is not the offeror's normal accounting practice to do so, these costs should bear their applicable portion of G&A expense.

Offerors shall use the formats of the Cost Exhibits described below and shown in Section J.1(b)3. Sufficient detail should be provided to support and explain all costs proposed.

Exhibits 1A and 1B: **Exhibit 1A** is a summary of the total proposed cost for all contract years using indirect expense bid rates and **Exhibit 1B** is a summary of the total proposed cost for all contract years using indirect expense ceiling rates. The source of costs per contract year is **Exhibit 2A** for **Exhibit 1A** and **Exhibit 2B** for **Exhibit 1B**. Both exhibits shall also 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. They should 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 shall 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.

(a) The offeror shall complete **Exhibits 2A and 2B**, for each Contract Year, including **all subcontractors and teaming partners, regardless of dollar value, expected to perform under the subject contract**. The offeror shall complete these exhibits in accordance with the following instructions and then provide a summary of the total proposed cost in **Exhibit 1A (Bid Rates)** and **Exhibit 1B (Ceiling Rates)**.

- At the top of **Exhibits 2A and 2B**, the offeror shall insert its loadings (**bid indirect expense rate(s)** and/or fee(s) in **Exhibit 2A** and **ceiling indirect expense rate(s)** and/or fee(s) in **Exhibit 2B**) that will be applied to the subcontractor(s) or teaming partner(s) burdened labor rates in accordance with its approved accounting system. Specify the element of cost (e.g., material handling and/or G&A and/or maximum incentive fee) and the proposed contract year rate for each element of cost (indirect expense rates must match the respective contract year indirect expense rates in **Exhibits 4A and 4B**).
- In **Exhibits 2A and 2B**, the offeror shall insert its burdened labor rates and/or subcontractor or teaming partner burdened labor rate(s) for each direct labor category. These burdened rates must match the burdened labor rates in **Exhibits 3A and 3B** from the offeror and all subcontractors and teaming partners. The offeror may modify **Exhibits 2A and 2B** to delete or add additional subcontractor columns, if necessary.
- Using the respective offeror loadings specified at the top of **Exhibits 2A and 2B**, the offeror shall calculate and insert the subcontractor's "burdened labor rate w/prime loading" rates for each subcontractor's or teaming partner's direct labor category. For example, if the subcontractor's burdened labor rate is \$100 and the offeror's bid loadings are G&A at 10% and award fee at 8%, the Subcontractor's burdened labor rate with offeror's loading rate(s) will be \$118.80 [(\$100 *

1.10) * 1.08].

- For each direct labor category in **Exhibits 2A and 2B**, the **offeror shall insert the percentage of anticipated effort to be performed by itself and/or each subcontractor or teaming partner**. The percentages proposed for each labor category in **Exhibits 2A and 2B** must be the same--only the rates will differ (bid versus ceiling indirect rates). The offeror plus all subcontractors and/or teaming partners "Percent of effort" **must** total 100% for **each** direct labor category.
- The offeror shall then add the results from multiplying the respective percent of effort against the offeror's burdened labor rate and each subcontractor's burdened labor rate with offeror's loading rate(s) to derive the total composite burdened labor rate for **each and every** direct labor category in **Exhibits 2A and 2B**.
- The total composite burdened labor rates in **Exhibits 2A and 2B** for **each** non-program management labor category shall be multiplied against the respective Government estimated direct labor hours set forth in **Attachment J.1(b)1a** to derive the total burdened labor cost. The percent of effort **must total 100%** for each and every direct labor category in **Exhibits 2A and 2B**. In addition, the Government estimated direct labor hours provided for each non-program management labor category in **Attachment J.1(b)1a** shall **not** be changed.
- Likewise, the total composite burdened labor rates in **Exhibits 2A and 2B** for program management labor categories shall be multiplied against the labor hours estimated for this effort by the offeror and/or subcontractor/teaming partner. The amount of program management effort (categories, hours) proposed in **Exhibits 2A and 2B** shall be the same--only the rates will differ (bid versus ceiling indirect rates).
- The offeror shall then complete **Exhibits 2A and 2B**, by including all non-labor costs (e.g., materials/supplies, travel/training) and also the applicable indirect expenses and maximum incentive fee using only the offeror's proposed rates.

(c) The offeror and **all** subcontractors and/or teaming partners (regardless of dollar value) included in **Exhibits 2A and 2B** shall complete **Exhibits 3A and 3B**. These exhibits disclose the base (unburdened) labor rates proposed for each direct labor category and the indirect expense rates and fixed fee used to compute the burdened labor rates used in **Exhibits 2A and 2B**. The only difference between the two exhibits is that bid indirect expense rates are used for **Exhibit 3A** and ceiling indirect expense rates are used for **Exhibit 3B**. If the offeror's and/or subcontractor's/teaming partner's accounting system provides for more than one fringe benefits rate and/or more than one overhead rate, the applicable indirect expense rates used to compute the burdened labor rates should be shown for each direct labor category. On the other hand, if the same indirect expense rates apply to all of the labor categories, the rates need only be shown for the first labor category identified in each of the exhibits. Also, if it is your normal accounting practice to include fringe benefits with overhead, leave the fringe benefits columns blank and explain with a footnote. In addition, the allocation base for each indirect expense rate should be shown at the bottom of the exhibits. The format to be used for these exhibits is shown in the **Exhibit 3A/3B SAMPLE**.

(d) **Exhibits 4A and 4B: Summary of Indirect Expense Rates**. These exhibits reflect the fringe benefits, overhead and G&A rates by contract year and offeror's fiscal year. Material overhead rates and any other burden rates should be shown separately. **Exhibit 4A** is for identification of the **bid** indirect expense rates and **Exhibit 4B** is for identification of the **ceiling** indirect expense rates. The exhibits summarize the offeror's fiscal year rates from **Exhibits 5A, 5B and 5C** for fringe benefits, overhead and G&A, respectively. Identify the offeror's fiscal year in the space provided (e.g., 12-31-08), and show the offeror's applicable accounting periods for the various contract years.

(e) **Exhibits 5A, 5B, and 5C**. These three exhibits are similar in nature. For each exhibit, the offeror is to show, by fiscal year, each item of expense included in fringe benefits (**Exhibit 5A**), overhead (**Exhibit 5B**)

and G&A (**Exhibit 5C**) that comprises its proposed **bid** indirect expense rates. 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 rate is proposed for fringe benefits and/or overhead, separate **Exhibits 5A and 5B** should be provided. The base of allocation and the amount of the base should be provided on each exhibit. 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 date when the rates were developed.

(f) **Exhibits 6A, 6B, and 6C.** These three exhibits are the same as Exhibits 5A, 5B, and 5C with the exception that they identify the offeror's **ceiling** rates for indirect expenses. An explanation should be provided on how the ceiling rates differ from the bid rates.

(g) **Exhibit 7: Summary of Key Personnel Labor Rates.** This exhibit identifies all key personnel with their actual hourly labor rates shown as of a current identified payroll date. For any individual not currently employed by the offeror, show the hourly labor rate at which the individual has agreed to be hired should the offeror be selected for contract award.

(h) **Exhibit 8: Proposed Staffing Requirement.**

(i). This exhibit shows how the offeror plans to obtain the required personnel for the first year of contract 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.

(ii). 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.

(i) **Exhibit 9:** This exhibit summarizes the proposed subcontract and teaming partner activity. In addition to identifying **all** subcontractors and teaming partners, information should be provided on how the cost for each was estimated, and the type of proposed subcontract (i.e., firm-fixed price, cost-plus-fixed-fee, labor hour, etc.). For any significant subcontractor and/or teaming partner that has a potential estimated cost in excess of the \$1M threshold, the subcontractor/teaming partner shall provide cost **Exhibits 3A and 3B** through **Exhibit 8** and supporting information that is requested from the offeror.

(j) **Facilities Capital Cost of Money.** If an amount for Facilities Capital Cost of Money is proposed by the offeror, it 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.) and inserted in **Exhibits 1A and 1B**. 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.10 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (SEP 2007)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1,

Government Property. The offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.
SEE ATTACHMENT J.1(a)4						

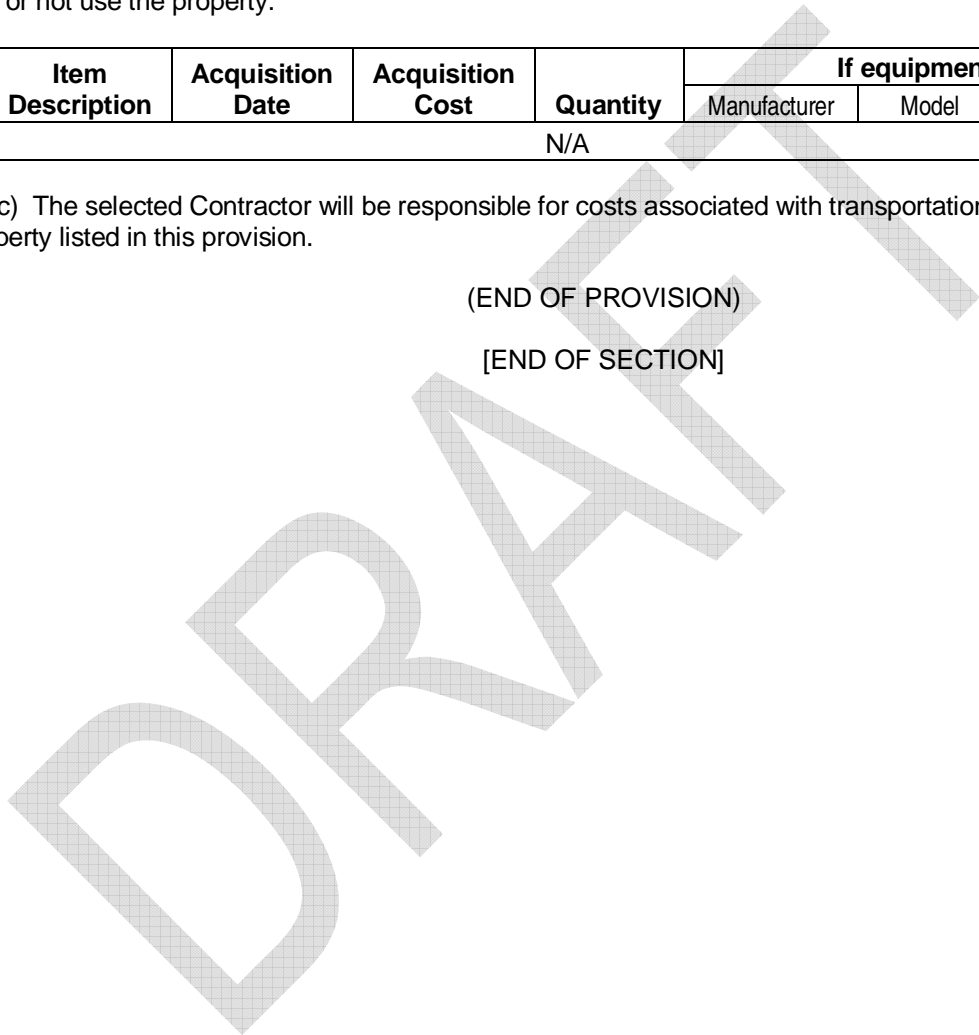
(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, *Government Property Installation Operation Services*. The offeror shall notify the Government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

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.
N/A						

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

(END OF PROVISION)

[END OF SECTION]



SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 FAR 52.232-1 LISTING OF PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

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

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

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

(END OF PROVISION)

M.2 EVALUATION APPROACH

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

(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 solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. 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 herein. Contract award may be made without subsequent discussions or negotiation.

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

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Cost/Price. A general definition of these factors may be found at NFS 1815.304, “Evaluation factors and significant 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 overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

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

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.

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

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

Definition of Ratings

<p>Very High Level of Confidence</p>	<p>The Offeror's recent and relevant past performance is of exceptional merit that is highly germane (e.g. size, scope and complexity) to the requirement; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist. The mere absence of a significant weakness does not make a proposal meet this rating.)</p>
<p>High Level of Confidence</p>	<p>The Offeror's recent and relevant past performance is at least pertinent (e.g. size, scope, and complexity) to the requirement; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)</p>
<p>Moderate Level of Confidence</p>	<p>The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)</p>
<p>Low Level of Confidence</p>	<p>The Offeror's recent and relevant past performance may be limited in terms of the size, scope and complexity when compared to this acquisition, and it demonstrates meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)</p>
<p>Very Low Level of Confidence</p>	<p>The Offeror's recent and relevant past performance demonstrates performance that does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas, which adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)</p>
<p>Neutral</p>	<p>In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].</p>

(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 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 and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. The overall

Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEC determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness as well as require an adjustment for probable cost. This integration between mission suitability findings and probable cost adjustments is critical to accomplishing cost realism.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABILITY SUBFACTORS				
Para.	Subfactor Title	Elements		Format
A	Technical Understanding			Written
B	Management Approach	1	Organizational Structure and Approach	Oral
		2	Response to Sample Task - TBD	Oral
		3	RESERVED	Oral
		4	Key Personnel	Oral
		5	Staffing, Recruitment, Retention and Training	Oral
		6	Phase-In Plan	Oral
		7	Key Personnel	Written
		8	Total Compensation Plan	Written
		9	Organizational Conflicts of Interest Avoidance Plan	Written
C	Safety and Health Plan			Written
D	Small Business Utilization			Written

A. Technical Understanding – Written Presentation (Subfactor). Each proposal will be examined to evaluate the Offeror’s overall understanding of the requirement and technical approach. Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

The Offeror’s proposal will be evaluated on how well it demonstrates its comprehension of each of the requirements of the SOW and specifically addresses how the work will be accomplished. The Offeror’s approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- A complete, balanced, consistent, and clear demonstration of the Offeror’s understanding of the Testing, Development, and General Services areas described in the Statement of Work (SOW) and their interrelationships to be managed in a safe, coherent, integrated manner that will meet each of the requirements defined in the Statement of Work, specifically addressing the processes, systems, and techniques the offeror plans to use in the performance of this work.
- Approach to performing hazardous operations in the high-risk facilities described in the SOW.
- Approach to continuing safe operations of the facilities described in the SOW.
- Approach to staying abreast of innovative technologies to improve processes, systems, or techniques required in the SOW.
- Identification of critical, high risk areas and recommended approaches to minimize the probability and impact of those risks. The Offeror’s approach to meeting the requirements in the SOW will be evaluated with consideration for items under each of the following areas:
 - Testing Services: The Offeror’s proposed approach will be evaluated for an understanding of how to deal with simultaneous, multiple tests in several facilities at different phases of planning, preparation, operation and post-test operation. The approach will also be evaluated on the Offeror’s understanding of risk management in all phases of Testing Services.

- **Development Services:** The offeror's understanding and proposed approach will be evaluated with respect to the following:
 - Ability to develop and refine user or customer requirements
 - Understanding of the role of risk and cost management
 - Understanding of the various skills required to perform the project types
 - Understanding of the critical issues involved in project management, including when the Government is responsible for some segments, of the design, development, fabrication, fabrication oversight, testing, integration, and deployment of unique systems that are designed to operate in unique environments.
- **General Services -** The offeror's proposed approach and processes will be evaluated to determine the offeror's understanding of the operation of support facilities for providing utilities needed for aerospace testing and the administrative services required in support of the SOW.

B. Management Approach – (Subfactor)

This subfactor will be used to evaluate the Offeror's management and business approaches. Under this subfactor, an evaluation will be made of the Offeror's overall management and business approach to coordinating, performing, integrating, controlling, and accomplishing the requirements of the SOW from start-up through the life of the contract.

1. Organizational Structure and Approach – Oral Presentation. The Offeror's rationale and approach to the following will be evaluated to determine reasonableness, effectiveness, and efficiency in the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority, including the Offeror's diagrams of the structural connections or associations of the organizations responsible for this work with any corporate or division organizations and any subcontractors.
- Philosophy, realism and feasibility of the Offeror's approach to meeting the goals and objectives of the requirement and how it is applied to assure excellent performance in the services provided under this contract and how the approach will integrate any proposed subcontractors into the prime's level of performance.
- If subcontracting or team (as defined in FAR 9.6) arrangements are proposed, the appropriateness of the company(s) selected, the basis of the selection(s), the type of proposed subcontract(s) (i.e., FFP, CPFF, CPAF, CPIF), and the description of the operational and technical benefits of these arrangements to NASA as well as the proposed approach for managing these arrangements.
- Authority and responsibility vested in site manager and key personnel / other managers and their access to corporate or company resources to support the contract through all phases.
- Plan to be used to manage the execution of multiple task orders, changing tasks, task priorities, resources, and schedules in a safe, timely, efficient, and cost effective manner.
- Process(es) for managing the contract including contract modifications, task modifications, handling changing environments, and problem resolution techniques.
- Process(es) for initiating new subcontracts and vendor agreements, managing small vendors as well as large, and with one time requirements and long-term relationships.
- Process(es) for managing new technology, licensing and technology transfer.
- Services, facilities, equipment, and staff assistance, beyond that required for the on-site staff, that can be obtained for this contract that are either internal or external to the corporation, how these resources can be obtained or provided, and the corporate commitment and flexibility to provide these resources when requested. 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.
- Benefits to the Government of the above identified resources (in terms of safety, mission impact, cost savings, technical resources, efficiency improvements, etc.) where appropriate.
- Developing and infusing best practices and industry standards.

- **Response to Sample Task – Oral Presentation.** TBD

3. **RESERVED**

4. **Key Personnel – Oral Presentation.** The Offeror's approach and rationale to the following will be evaluated to determine reasonableness, efficiency, and effectiveness:

- Key positions including the allocation of those positions between the prime and any proposed subcontractors.
- Position descriptions including authorities, assignments, experience, and skills required of key personnel.
- Individuals assigned to these key positions and percentage of their time allocated to this contract.
- Staffing approach for key personnel during absences due to vacation, illness, etc.
- Procedures for replacing key personnel.

5. **Staffing, Recruitment, Retention and Training – Oral Presentation.** The Offeror's approach to and rationale for the following will be evaluated to determine appropriateness, reasonableness, effectiveness, and efficiency:

- Proposed approach to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work, including the assignments and the skills required for other-than-key personnel and incumbent skill retention.
- Recruitment plans, methods, and employee retention plans, including plans for internal training, mentoring, and career development.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Any process for dealing with underperforming employees.
- Information concerning other policies and incentives aimed at contributing to a safe working environment for employee retention, morale, productivity, growth, and development.
- Plans for short notice, rapid (within 30 calendar days) recruiting of experienced and qualified personnel (other than key personnel), subcontracting arrangements, and other cross-utilization of personnel to meet changing requirements of the contract.
- Propose methods and procedures for specific projects that may have a defined period of performance of less than one year.
- Processes for hiring and retaining uniquely qualified individuals, including foreign nationals with various immigration status (H1, J1, green card, etc.).

6. **Phase-in Plan – Oral Presentation.** The Offeror's approach to and rationale for the following will be evaluated to determine completeness, reasonableness, effectiveness, and efficiency:

- Proactive approaches to ensuring safe, efficient continuation of operations during contract turnover, addressing issues typically encountered during the initial and ongoing transition of personnel in similar facilities.
- Proposed key or other personnel (by title and function), and their availability, who will participate during the phase-in and the Offeror's rationale.
- Estimate of, and supporting rationale for, the number of incumbent contractor employees expected to be hired.
- The impact of the Offeror's policy for continuing and/or replacing the benefits of the incumbent contractor's employees expected to be hired (e.g., seniority, accrued sick and annual leave, compensatory time, health plans, 401k plans, etc.).

7. Key Personnel – Written Proposal. The Offeror's Key Personnel written proposal (including the following: key person commitment letters, and resumes for key management and technical personnel) will be evaluated to determine reasonableness and effectiveness.

8. Total Compensation Plan – Written Proposal

The Government will evaluate the Offeror's Total Compensation Plan for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." The plan will be evaluated for:

- Salary ranges and fringe benefits proposed for employees that demonstrate a clear understanding of the local employment market. The breakdown of salaries/wages, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit will be evaluated. The charts containing the average of fringe benefit information for all the exempt labor categories and containing the average of fringe benefit information for all the non-exempt labor categories will be evaluated.
- The impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Reasonableness of employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/vision insurance, uncompensated overtime, pension contributions, employee incentives, training, career development, moving expenses, and compensatory time. Reasonableness of the employee contributions to their compensation.
- Reasonableness of proposed uncompensated overtime, rationale, and proposed labor categories.
- Reasonableness of the distribution of benefits charges (e.g., direct labor cost, G&A, Overhead, or Fee.)

9. Organizational Conflict of Interest Avoidance Plan – Written Proposal. The offeror's Organizational Conflict of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with, and assurances that, all safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.2, *Organizational Conflicts of Interest, and Limitation on Future Contracting*, and Section I, paragraph I.1, NFS 1852.237-72, *Access to Sensitive Information* relative to the offeror's understanding and proposed methodology for implementation of the above contract requirements.

C. Safety and Health Plan – Written Proposal (Subfactor).

The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during the course of this contract in accordance with NPR 8715.3A and APR 1700.1. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- (1) Statement of the corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure, including whether the plan clearly defines safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements, including whether the plan appropriately covers techniques for achieving program goals and includes:
 - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.

- Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
- Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
- Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
- Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
- Method of making sure that emergency plans and procedures are current and sufficient.
- Method for making sure that employees consistently perform their work safely and in accordance with the plan.
- Method for reporting and investigating accidents and incidents (mishaps).

D. Small Business Utilization – Written Proposal (Subfactor).

The evaluation of Small Business Subcontracting applies to all Offerors. Although small business concerns are not required to submit a Small Business Subcontracting Plan as required by FAR clause 52.219-9, *Small Business Subcontracting Plan* and its *Alternate II*, NASA will evaluate small business subcontractor participation to the extent that subcontracting opportunities exist.

The evaluation of SDB participation applies to all Offerors except SDB offerors unless the SDB Offeror has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23. The waiver, if elected, makes the particular SDB offeror INELIGIBLE for the price evaluation factor adjustment but ELIGIBLE for the “evaluation credit” (points) associated with the SDB participation described in Section M.

1. Small Business Subcontracting Plan:

The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Small Business Subcontracting Plan will also be evaluated in terms of the reasonableness and soundness of the Offeror's independent assessment to achieve the proposed overall subcontracting goals and the individual subcontracting goals by category. The evaluation will include the reasonableness of rationale for any goal that is less than the Contracting Officer's recommended goal for any category, the reasonableness of efforts made to establish a goal for that category, as well as on-going efforts, if any, the Offeror plans during performance to increase participation in that category. This evaluation of the Small Business Subcontracting Plan will be on the basis of total contract value. The Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements.

Additionally, NASA will evaluate:

- The reasonableness and quality of the rationale provided to substantiate the proposed goals in the Small Business Subcontracting Plan.
- The reasonableness and quality of the rationale specific to work that will be performed by the small business subcontractor(s). NASA will also evaluate the extent to which SB concerns are specifically identified and the extent of commitment to use SB firms (for example, enforceable commitments vs. non-enforceable commitments.)
- The quality of Offeror's past performance in small business utilization as an indicator of commitment to utilize small business concerns.
- The reasonableness and quality of information demonstrating the extent of commitment to utilize small business concerns and to support their development.

Small Businesses are not required to submit a Subcontracting Plan.

A proposal will not be rejected solely on the basis of an Offeror proposing subcontracting goals that are less than those listed in Section L.9.(a) D1, "Small Business Subcontracting Plan"; however, if the proposed goals are less than the NASA stipulated goals, an explanation must be provided and will be evaluated.

2. Other:

a. For large businesses, NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the proposed goals in the Small Business Subcontracting Plan
- If appropriate, plans to allocate contracting to Small Business concerns and rationale for the phase-in plan.

b. For small businesses, NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the anticipated subcontracting.

3. SDB Participation – Contract Targets:

Separately from Small Business Subcontracting, NASA will evaluate SDB Participation.

This evaluation applies to both large businesses and small businesses.

NASA will evaluate the reasonableness of proposed target SDB participation in the approved NAICS Industry Subsectors against IDIQ MAXIMUM ORDERING VALUE.

NAICS code 561210 – Facility Support Services with a size standard of \$35.5M.

4. SDB Participation – Other:

Additionally, NASA will evaluate other information as follows. The information below will only be evaluated to the extent that it pertains to SDBs in the authorized NAICS Industry Subsectors.

This evaluation applies to both large businesses and small businesses.

NASA will evaluate the reasonableness of the following:

- Rationale to substantiate the proposed targets for SDB participation.
- The Offeror's established or planned procedures and organizational structure for SDB outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. For large business Offerors, this information should conform to its submitted Small Business Subcontracting Plan.

(d) Past Performance Factor (Volume II).

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

The explanations and amounts of cost growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

A. Information Provided by Offerors and Major Subcontractors

The Government will review recent and active contracts (as defined in Section L.9(b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, and Corporate Management Responsiveness and Other Information. The Government will also evaluate other information submitted by the offeror and major subcontractors as well as information from other sources as described in Section L.

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

- Effective approach for protecting the environment during facility operations, maintenance, and repair
- Effective approach for protecting employee safety
- Effective approach for ensuring safe use of the facilities
- Compliance with technical and schedule requirements; adequate explanation of any schedule slips.
- Contractor flexibility and effectiveness in dealing with changes to technical requirements.
- Innovative and resource efficient solutions to satisfy technical requirements.
- Key personnel performance and relevant experience.
- Effective approach to assessing technical performance and re-assigning staff as necessary.
- Quality, accuracy, and completeness of technical documentation.

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:

- Safety record.
- Management of multiple, concurrent, and complex tasks.
- Record in conforming with the terms and conditions of contracts, including delivery of products and reports and adherence to cost and schedule constraints.
 - The reasonableness of amounts of and explanations for any listed cost overruns or underruns on referenced cost-type contracts.
- History of recruiting, developing, and retaining a workforce with the appropriate skills for contract performance.
- Subcontract management.
- Record in meeting Subcontract Goals
- History of handling labor, including union, related issues.
- History of incumbent retention during first year of contracts for which the offeror was not the incumbent.
- History of management of phase-in period to ensure efficient continuation of operations during contract turn-over, in cases where the contractor was not the incumbent.
- Management of technology transfer issues including export control, Government sensitive and third party proprietary information.

3. Corporate Management Responsiveness. 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 in the following areas.

- Qualifications and effectiveness of on-site contract management.
- Extent of corporate management involvement in contract operations.
- Availability of corporate resources.
- The impact on contract performance of changes to lines of authority that were made during the contract.
- Increases in direct and indirect rates from proposed rates, and their impact on overall cost performance.
- Management of performance problems and their resolutions.
- Management of processes for hiring foreign nationals of varying immigration status.

4. Other Information. The Government will also evaluate the following for all relevant contracts and for all NASA contracts as listed in the "Relevant Contract Chart" provided in Section L:

- Relevancy of past performance information of predecessor companies, relevant experience of key personnel, or subcontractors that will perform major or critical aspects of the requirement.
- Effectiveness of recruiting actions taken; including recruitment processes, and hiring success rates.
- Reasonableness of rate of loss of Key Personnel, and success in hiring actions to fill vacant Key Positions.
- Effectiveness in engaging technical personnel in continuous improvement processes and in establishing, maintaining and improving corporate values and high morale.
- Demonstrated quality improvements in personnel management and technical performance and the metrics used to measure the improvement.
- Relevant significant awards and certifications received during the past 5 years.
- Any serious performance problems, termination for default, environmental violations or safety violations cited.
- Relevancy of Labor Unions Claims (if any) against the offeror over the past 5 years with an emphasis placed on the number of claims filed, the outcome of each claim and how it was resolved, in addition to trends of incidences.
- Adequacy and currency of management system(s) reviews (e.g., purchasing, accounting, property, estimating), including the type of review, the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

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

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

If an offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral level of assessment.

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

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.

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

The Overall Proposed Contract Cost, including the Government Contract Non-Management Direct Labor and the Offeror Management Costs proposed in Attachment J.1(b)3 will be assessed for reasonableness and cost realism. The results of the assessment described above will be the following:

- A determination of the Probable Cost (PC) of the offeror's proposal, computed by the Government for the basic requirements of the period of performance (excluding the Phase-In Period). The PC shall be established by the Government's estimate of anticipated performance costs plus any fee proposed. The Government will use proposed ceilings in Attachment J.1(b)3, in determining the total contract probable cost.
- Probable costs will be given a confidence level rating of "High," "Medium," or "Low" in accordance with [NFS 1815.305\(a\)\(1\)](#), "Cost or price evaluation."

A cost realism analysis will be performed on the overall cost proposed for the Sample Task. The Government will evaluate the realism of each offeror's proposed costs to ensure the offeror understands the magnitude and complexity of the sample task. This will include an evaluation of the extent to which proposed costs indicate a clear understanding of sample task 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. If the SEC determines that a proposal does not adequately demonstrate that the offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a Mission Suitability weakness as well as require an adjustment for probable cost. A lack of cost realism may generate a Mission Suitability weakness.

The proposed Phase-in cost will be evaluated for reasonableness.

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

(END OF PROVISION)

M.3. WEIGHTING AND SCORING

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

(b) The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with the numerical system established below. The other factors (i.e., Past Performance and Cost/Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Cost/Price will be evaluated for realism, a probable cost adjustment will be made if appropriate, and a confidence level rating will be assigned. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) All evaluation factors, Mission Suitability, Past Performance, and Cost, are essentially equal to each other. Evaluation factors other than Cost, when combined, are significantly more important than Cost. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

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

MISSION SUITABILITY	
Subfactors	Assigned Weight
Technical Understanding	375
Management Approach Organizational Structure and Approach Response to Sample Task(s) Key Personnel Staffing, Recruitment, Retention, and Training Phase-in Plan Total Compensation Plan Organizational Conflicts of Interest Avoidance Plan	325
Safety and Health Plan	200
Small Business Utilization	100
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]

DRAFT