

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 146	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER NNC08ZRP024R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/23/2008	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY NASA/Glenn Research Center Procurement Division, MS 500-313 21000 Brookpark Road Cleveland OH 44135-3127			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 _____ 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 _____ until 1630 ES local time 09/08/2008
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME RICHARD AMIOT	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Richard.W.Amiot@nasa.gov
		AREA CODE 216	NUMBER 433-6836	EXT.

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print) RICHARD AMIOT		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

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

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
NNC08ZRP024R

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	INCO TERMS 2: Destination				

SOLICITATION/CONTRACT FORM

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 1852.216-84 Estimated Cost and Incentive Fee (OCT 1996)

NOTE: [See Attachment C, Incentive Fee Plan]

(a) The target cost of this contract is \$[**TBD**]. The target fee of this contract is \$[**TBD**] (**Target Fee shall be a maximum of 4% of target cost**). The total target cost and target fee as contemplated by the Incentive Fee clause of this contract are \$[**TBD**].

The maximum fee is **\$400,000.00**.

(b) The cost sharing for cost underruns is:

Government [**60**] percent
Contractor [**40**] percent

(c) The cost sharing for cost overruns is:

Government [**70**] percent
Contractor [**30**] percent

1. The total amount of cost overruns paid by the contractor shall not exceed the contractual target fee amount plus any schedule incentives or Performance Results incentives earned by the contractor during the performance of this contract.

(End of clause)

B.2 1852.232-81 Contract Funding (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$[**TBD**]. This allotment is for [*Insert applicable item number(s), task(s), or work description*] and covers the following estimated period of performance: [**TBD**].

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

(End of clause)

B.3 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work, entitled "Advanced Lithium-Based Chemistry Cell Development" incorporated in Section J as **Attachment A**.

(End of clause)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATIONS/STATEMENT OF WORK

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

Attachment A, entitled "Advanced Lithium-Based Chemistry Cell Development"

(End of clause)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 1852.211-70 Packaging, Handling, and Transportation (SEP 2005)

D.2 CLAUSES INCORPORATED BY REFERENCE -- SECTION D

Clause D.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-8 Inspection of Research and Development - Cost-Reimbursement (MAY 2001)

E.2 1852.246-71 Government Contract Quality Assurance Functions (OCT 1988)

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated:

The Contractor shall provide notification to the Government of all significant steps in the production process. The notification of at least the following events shall be given at least seven (7) working days in advance of the event so that the event can be witnessed by the Government.

- a. The initiation of negative and positive electrode manufacturing.
- b. The beginning of the electrode pack stacking/insertion operation.
- c. The beginning of all welding operations.
- d. Initiation of cell activation.
- e. The start of acceptance testing.
- f. The completion of acceptance testing.
- g. Packaging of the finished product.

The Contractor shall give written notification to the Government at least 7 calendar days in advance of the performance of the following activities. In accordance with the inspection clause (E.1) the Government will have the right to be present during these activities at the Contractor's facility:

- a. To procure parts and to begin any manufacturing activity.
- b. To begin welding of any cell.
- c. Initiation of cell activation and formation.
- d. To start acceptance testing.
- e. Packaging of the finished product.

(End of clause)

E.3 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 **three (3) copies, an original and two 2 copies.**

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

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

(End of clause)

E.4 CLAUSES INCORPORATED BY REFERENCE -- SECTION E

Clause E.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.242-15 Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

F.2 PERIOD OF PERFORMANCE

Base Period:

The period of performance of this contract is 42 months from the effective date of the contract.

Option 1A:

The period of performance of this Option 1A is 18 months each from the effective date of the Option 1A.

Option 1B:

The period of performance of this Option 1B is 18 months each from the

effective date of the Option 1B.

Option 2A:

The period of performance of this Option 2A is 36 months from the effective date of the Option 2A.

Option 2B:

The period of performance of this Option 2B is 36 months from the effective date of the Option 2B.

NOTE: Option 1A & 1B and Option 2A & 2B may be exercised jointly and part or all of their period of performances could coincide.

(End of clause)

F.3 DELIVERY AND/OR COMPLETION SCHEDULE

The Contractor shall deliver and/or complete performance of the items required under this contract as follows:

See Attachment A – Statement of Work

(End of clause)

F.4 DELIVERY INSTRUCTIONS

(a) The Contractor shall ship the items required under this contract to:

**NASA Glenn Research Center
21000 Brookpark Road,
Cleveland, OH 44135**

Building 215
Attn: Joe Sepich
Quantity= XXX kgs

Ultimate Recipient:
Tom Miller
Building 309 room 110
(216)433-6300

(b) Unless otherwise authorized in advance by the Contracting Officer, deliveries under this contract shall be made between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding Federal holidays.

(c) Additional delivery and Marking instructions:

The cells should follow Dept of Transportation UN3090 shipping regulations for lithium-ion rechargeable cells. They are not permitted on commercial aircraft.

(End of clause)

F.5 OPTION TO EXTEND

In accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" of this contract, the contracting officer may exercise the following option(s) by issuance of a unilateral contract modification. Options exercised shall be in accordance with the following:

Option 1A

See Attachment A – Statement of Work – Option 1A

Option 1B

See Attachment A – Statement of Work – Option 1B

Option 2A

See Attachment A – Statement of Work – Option 2A

Option 2B

See Attachment A – Statement of Work – Option 2B

(End of clause)

F. 6 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days after receipt of deliverables for Task AC & Task BC, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

F.7 CLAUSES INCORPORATED BY REFERENCE -- SECTION F

Clause F.1 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1852.227-11 Patent Rights - Retention by the Contractor (Short Form)

G.2 1852.227-70 New Technology (MAY 2002)

G.3 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:

**NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
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:

DCAA Cognizant Office

(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 Contract administration office; and

(v) Copy 5 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:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg. 1111, C. Road
Stennis Space Center, MS 39529
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.4 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:

New Technology Representative

Office Code: XT00 (Technology Transfer & Partnership Office)

Address: 21000 Brookpark Road, Cleveland, OH 44135

Patent Representative

Office Code: G000 (Office of Chief Counsel)

Address: 21000 Brookpark Road, Cleveland, OH 44135

(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.5 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.6 1852.242-73 NASA Contractor Financial Management Reporting (NOV 2004)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Procedures and Guidelines (NPR) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost occur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.7 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.8 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.9 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: []

(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.10 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:

Patricia M. Dimaline, Industrial Property Management Specialist
NASA Glenn Research Center 21000 Brookpark Rd Cleveland, OH
44135 M/S 21-9, Phone 216-433-2893, FAX 216-433-8851
Patricia.M.Dimaline@nasa.gov

(End of clause)

G.11 1852.245-76 List of Government Property Furnished Pursuant to FAR 52.245-1. (DEVIATION) (SEP 2007)

(a) For performance of work under this contract, the Government will make available Government property identified below on a no-charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property. The Contractor shall use this property in the performance of this contract at [*Insert applicable site(s) where property will be used - TBD*] and at other location(s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

Anodes

The general classes of anode chemistry for investigation include silicon and tin composites. The Government will provide a small sample of the basic raw material along with detailed manufacturing instructions to fabricate the materials. In addition, sample finished electrodes will be provided along with the fabrication recipe to reproduce the electrode along with the identified supplier. For each anode iteration, the Government would provide a minimum of approximately 10 gram samples (TBR) of raw powder. In addition, fabricated electrodes in a 10 cm x 20 cm sheet, coated with material on one side only would be transferred to the Contractor.

Cathodes

The general classes of cathode chemistry for investigation include the $\text{Li}(\text{Ni}_{0.33}\text{Mn}_{0.33}\text{Co}_{0.33})\text{O}_2$ or a lithiated nickel manganese cobalt such as $\text{Li}(\text{Li}_{0.20}\text{Mn}_{0.54}\text{Ni}_{0.13}\text{Co}_{0.13})\text{O}_2$ with a general designation $\text{Li}(\text{Li,NMC})\text{O}_2$ (solid

solutions of LiMn_2O_3 and LiMO_2). The Government will provide a small sample of the basic raw material along with detailed manufacturing instructions to fabricate the materials. In addition, sample finished electrodes will be provided along with the fabrication recipe to reproduce the electrode along with the identified supplier. For each cathode iteration, the Government would provide a minimum of approximately 10 gram samples (TBR) of raw powder. In addition, fabricated electrodes in a 10 cm x 20 cm sheet, coated with material on one side only would be transferred to the Contractor.

Electrolyte

The general classes of novel electrolytes include reduced flammability electrolytes, electrolytes with different non-flammable additives (phosphates and phosphites), ionic liquids, and high voltage electrolytes for greater than 4.3 V charge voltage limit operation. Electrolytes may contain various salt concentrations and constituents other than LiPF_6 . The Government will provide the basic raw material along with detailed manufacturing instructions to synthesize/blend the electrolytes along with the identified supplier. For each electrolyte iteration, the Government would provide a minimum of approximately 25 ml (TBR) of representative electrolyte.

Separator

The general class of separator materials includes microporous films to conduct lithium ions during the charge/discharge reaction. The Government will provide the detailed manufacturing instructions to fabricate/blend the separator along with the identified supplier. For each separator iteration, the Government would provide a minimum of approximately 800 cm^2 (TBR) of representative separator.

Beginning in December 2008, materials to begin High Energy Cell “A” are expected to be furnished by the Government. This provision will be documented by modification to the contract.

(End of clause)

G.12 1852.245-78 Physical Inventory of Capital Personal Property (DEVIATION) (SEP 2007)

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

(1) The Contractor shall inventory -

- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
- (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
- (iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
- (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

- (i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and

(ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall -

(1) Provide a summary showing number and value of items inventoried; and

(2) Include additional supporting reports of -

(i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;

(ii) Idle property available for reuse or disposition; and

(iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

(End of clause)

G.13 CLAUSES INCORPORATED BY REFERENCE -- SECTION G

Clause(s) G.1 through G.2 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 1852.208-81 Restrictions on Printing and Duplicating (NOV 2004)

H.2 1852.223-72 Safety and Health (Short Form) (APR 2002)

H.3 1852.223-75 Major Breach of Safety or Security (FEB 2002)

H.4 1852.235-73 Final Scientific and Technical Reports (DEC 2006)

H.5 1852.244-70 Geographic Participation in the Aerospace Program (APR 1985)

H.6 1852.225-70 Export Licenses (FEB 2000)

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

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

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

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

(End of clause)

H.7 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.] – [TBD]

(End of clause)

H.8 1852.235-74 Additional Reports of Work - Research and Development (FEB 2003)

In addition to the final report required under this contract, the Contractor shall submit the following report(s) to the Contracting Officer:

(a) **Monthly progress reports.** The Contractor shall submit separate monthly reports of all work accomplished during each month of contract performance. Reports shall be in narrative form, brief, and informal. They shall include a quantitative description of progress, an indication of any current problems that may impede performance, proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period

(b) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. **The final report shall be submitted within 30 days after the completion of the effort under the contract.**

(End of clause)

H.9 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated [*Insert date of offer*] are hereby incorporated by reference in this resulting contract.

(End of Clause)

H.10 CLAUSES INCORPORATED BY REFERENCE -- SECTION H

Clause(s) H.1 through H.5 at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of clause)

[END OF SECTION]

SECTION I - CONTRACT CLAUSES

- I.1 52.202-1 Definitions (JUL 2004)**
- I.2 52.203-3 Gratuities (APR 1984)**
- I.3 52.203-5 Covenant Against Contingent Fees (APR 1984)**
- I.4 52.203-7 Anti-Kickback Procedures (JUL 1995)**
- I.5 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)**
- I.6 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)**

- I.7 **52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)**
- I.8 **52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007)**
- I.9 **52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)**
- I.10 **52.204-7 Central Contractor Registration (JUL 2006)**
- I.11 **52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)**
- I.12 **52.215-2 Audit and Records - Negotiation (JUN 1999)**
- I.13 **52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**
- I.14 **52.215-14 Integrity of Unit Prices (OCT 1997)**
- I.15 **52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (ALTERNATE II) (OCT 1997) (ALTERNATE III) (OCT 1997) (ALTERNATE IV) (OCT 1997) Insert (b) and (d) "will be specified when and if proposals for contract modifications are requested"**

I.16 52.216-7 Allowable Cost and Payment (DEC 2002)

(a) (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

I.17 52.216-10 Incentive Fee (MAR 1997)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with

paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.* (1) The fee payable under this contract shall be the target fee increased by [**TBD**] cents for every dollar that the total allowable cost is less than the target cost or decreased by [**TBD**] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [**TBD**] percent or less than [**TBD**] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum

fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of -

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of -

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

I.18 52.219-4 Notice of Price Evaluation Preference for HubZone Small Business Concerns (JUL 2005)

(a) *Definition.* HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except -

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offeror elects to waive the evaluation preference.

(d) *Agreement.* A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns;
or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

I.19 52.219-8 Utilization of Small Business Concerns (MAY 2004)

I.20 52.219-9 Small Business Subcontracting Plan (SEP 2006) - Alternate II (OCT 2001) (Applicable to large businesses only)

**I.21 52.219-16 Liquidated Damages - Subcontracting Plan (JAN 1999)
(Applicable to large businesses only)**

**I.22 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR
SMALL DISADVANTAGED BUSINESS CONCERNS. (SEP 2005)**

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

“Small disadvantaged business concern” means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either—

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR Part 124, subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR Part 124, subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

“Historically black college or university” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 ([20 U.S.C. 1067k](#), including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act ([20 U.S.C. 1101a](#))).

(b) Evaluation adjustment.

(1) The Contracting Officer will evaluate offers by adding a factor of 10 percent to the price of all offers, except—

(i) Offers from small disadvantaged business concerns that have not waived the adjustment; and

(ii) An otherwise successful offer from a historically black college or university or minority institution.

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

_____ Offeror elects to waive the adjustment.

(d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for—

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name shall furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States or its outlying areas. This paragraph does not apply to construction or service contracts.

(End of Clause)

I.23 52.219-28 Post-Award Small Business Program Rerepresentation (JUN 2007)

I.24 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

- I.25 52.222-3 Convict Labor (JUN 2003)**
- I.26 52.222-21 Prohibition of Segregated Facilities (FEB 1999)**
- I.27 52.222-26 Equal Opportunity (MAR 2007)**
- I.28 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- I.29 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**
- I.30 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- I.31 52.222-50 Combating Trafficking in Persons (AUG 2007)**
- I.32 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)**
- I.33 52.223-6 Drug-Free Workplace (MAY 2001)**
- I.34 52.223-14 Toxic Chemical Release Reporting (AUG 2003)**
- I.35 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**
- I.36 52.225-1 Buy American Act - Supplies (JUN 2003)**
- I.37 52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)**
- I.38 52.227-1 Authorization and Consent (DEC 2007) -- Alternate I (APR 1984)**
- I.39 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Aug 1996)**
- I.40 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

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

(End of Clause)

- I.41 52.230-2 Cost Accounting Standards (APR 1998)**
- I.42 52.230-6 Administration of Cost Accounting Standards (MAR 2008)
(Not applicable to small businesses)**
- I.43 52.232-17 Interest (JUN 1996)**
- I.44 52.232-22 Limitation of Funds (APR 1984)**
- I.45 52.232-25 Prompt payment (OCT 2003)**
- I.46 52.233-1 Disputes (JUL 2002) - Alternate I (DEC 1991)**
- I.47 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)**
- I.48 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**
- I.49 52.242-1 Notice of Intent to Disallow Costs (APR 1984)**
- I.50 52.242-3 Penalties for Unallowable Costs (MAY 2001)**
- I.51 52.242-13 Bankruptcy (JUL 1995)**
- I.52 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate V
(APR 1984)**
- I.53 52.244-2 Subcontracts (JUN 2007) - Alternate I (JUN 2007)**
- I.54 52.244-5 Competition in Subcontracting (DEC 1996)**
- I.55 52.244-6 Subcontracts for Commercial Items (MAR 2007)**

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for

commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.56 52.245-1 Government Property (JUN 2007)

I.57 52.245-9 Use and Charges (JUN 2007)

I.58 52.246-24 Limitation of Liability - High-Value Items (FEB 1997)

I.59 52.247-1 Commercial Bill of Lading Notations (FEB 2006)

Transportation is for the NASA Glenn Research Center and the actual total transportation charges paid to the carrier(s) by the consignor or

consignee are assignable to, and shall be reimbursed by, the Government.

Transportation is for the NASA Glenn Research Center and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No.[]. This may be confirmed by contacting NASA Glenn Research Center, 21000 Brookpark Road, M.S. 500-305, Cleveland, Ohio 44135.

(End of clause)

I.60 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)

I.61 52.249-14 Excusable Delays (APR 1984)

I.62 52.253-1 Computer Generated Forms (JAN 1991)

I.63 52.227-14 Rights in Data--General (DEC 2007)

(a) Definitions. As used in this clause--

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

"Computer software" --

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

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

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

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

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

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

"Technical data," means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and

perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

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

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

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

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

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

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and

(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer,

assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are

authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

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

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

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

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

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

(3) (Reserved)

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

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

the Government.

(End of clause)

I.64 52.227-16 Additional Data Requirements (JUN 1987)

(a) In addition to the data (as defined in the clause at 52.227-14, Rights in Data - General clause or other equivalent included in this contract) specified elsewhere in this contract to be delivered, the Contracting Officer may, at any time during contract performance or within a period of 3 years after acceptance of all items to be delivered under this contract, order any data first produced or specifically used in the performance of this contract.

(b) The Rights in Data - General clause or other equivalent included in this contract is applicable to all data ordered under this Additional Data Requirements clause. Nothing contained in this clause shall require the Contractor to deliver any data the withholding of which is authorized by the Rights in Data - General or other equivalent clause of this contract, or data which are specifically identified in this contract as not subject to this clause.

(c) When data are to be delivered under this clause, the Contractor will be compensated for converting the data into the prescribed form, for reproduction, and for delivery.

(d) The Contracting Officer may release the Contractor from the requirements of this clause for specifically identified data items at any time during the 3-year period set forth in paragraph (a) of this clause.

(End of clause)

I.65 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.66 1852.216-89 Assignment and Release Forms (JUL 1997)**
- I.67 1852.219-74 Use of Rural Area Small Businesses (SEP 1990)**
- I.68 1852.219-75 Small Business Subcontracting Reporting (MAY 1999)**
- I.69 1852.219-76 NASA 8 Percent Goal (JUL 1997)**
- I.70 1852.227-14 Rights In Data - General**
- I.71 1852.228-75 Minimum Insurance Coverage (OCT 1988)**
- I.72 1852.235-70 Center for AeroSpace Information (DEC 2006)**
- I.73 1852.243-71 Shared Savings (MAR 1997)**
- I.74 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.

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Dr. Sunil Dutta, NASA Glenn Research Center, 21000 Brookpark Road, M.S. 500-105, Cleveland, Ohio 44135. e-mail: sunil.dutta@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)

[END OF SECTION]

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

J.1 LIST OF ATTACHMENTS

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

Attachment A – Draft Statement of Work, entitled “Advanced Lithium-Based Chemistry Cell Development”

Attachment B – Product Assurance Requirements

Attachment C – Incentive Fee Plan

Attachment D - Cost/Price Summary

(End of Clause)

J.2 DOCUMENT DISTRIBUTION REQUIREMENTS (GRC 52.227-104) (JUL 2003)

(a) Reports and other documentation shall be submitted prepaid to the recipients specified below, addressed as follows:

National Aeronautics and Space Administration

Glenn Research Center

ATTN: _____, Mail Stop_____ [AS SPECIFIED BELOW]

Contract: [**TBD**]

Cleveland, OH 44135

(b) The following list designates the recipients of reports and other documentation which are required to be delivered to the Glenn Research Center by the Contractor.

NASA Contracting Officer (CO): MS 500-305

Safety and Assurance Directorate (SAD): MS 6-3

Technology Transfer & Partnership Office (TT&P): MS 4-2

Financial Management Division (FMD): MS 500-303

NASA Contracting Officer's Technical Representative (COTR): MS 309-1

(c) The following table indicates the type and number of reports and other documentation to be submitted to each recipient.

Work Plan: COTR – 1, CO -1, SAD-1

Monthly Technical Reports: COTR-1, CO-1, SAD-1

New Technology Reports: CO - 1, TT&P - 1, COTR - 1

Financial Management (533) Reports: CO - 1, FMD - 1, COTR - 1

Any Other Reports or Requests Requiring Contractor's Signature: CO - 1, COTR - 1

Final Report: CO - 1, TT&P - 1, COTR - 4

(End of clause)

[END OF SECTION]

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

K.1 AVAILABILITY OF “ONLINE REPRESENTATIONS AND CERTIFICATIONS APPLICATION” (ORCA)

(a) In accordance with Clause K.2 the Offeror may access the ORCA website at

<http://orca.bpn.gov>

(b) In addition to the ORCA submittal, Clauses K.2, K.3, and K.4 which are included in this Section K is therefore required to be submitted with your offer.

(c) This solicitation does not include the complete text of all the required Representations and Certifications for this procurement, on the presumption

that all interested Offerors will use the ORCA process. However, an Offeror that does not intend to use ORCA may contact the Contracting Officer (See Section L) to inquire about obtaining a complete copy of the required Representations and Certifications. The Offeror is solely responsible for submitting a complete package of Representations and Certifications.

K.2 52.204-8 Annual Representations and Certifications (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **335911**.

(2) The small business size standard is **500**.

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

(b)(1) If the clause at 52.204-7, 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
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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.3 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 \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

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

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

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

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

certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

yes no

(End of provision)

K.4 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)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2004)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show -

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is late and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that

makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be

valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall

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(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of

proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997) - Alternate I (OCT 1997) Alternate III (OCT 1997) Alternate IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below:

(1) The offeror shall submit cost or pricing data and supporting attachments in the following format: **[See Attachment D – Cost/Price Summary]**

(c) Submit the cost portion of the proposal via the following electronic media: **[See Attachment D – Cost/Price Summary – electronic spreadsheet format]**

(End of provision)

L.3 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Cost plus Incentive Fee contract resulting from this solicitation.

(End of provision)

L.4 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Richard W. Amiot, MS 500-305, NASA Glenn Research Center, 21000 Brookpark Ave, Cleveland OH, 44135, Richard.W.Amiot@nasa.gov.

(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.5 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

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

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

NASA FAR Supplement (NFS) clauses:

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

(End of provision)

L.6 1852.227-84 Patent Rights Clauses (DEC 1989)

L.7 1852.219-73 Small Business Subcontracting Plan (MAY 1999)

(a) This provision is not applicable to small business concerns.

(b) The contract expected to result from this solicitation will contain FAR clause 52.219-9, "Small Business Subcontracting Plan." The apparent low bidder must submit the complete plan within [*TBD*] calendar days after request by the Contracting Officer.

(End of provision)

L.8 1852.231-71 Determination of Compensation Reasonableness (MAR 1994)

(a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject

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

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

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

(d) The offeror shall require all service subcontractors (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 this provision.

(End of provision)

L.9 1852.233-70 Protests to NASA (OCT 2002)

Potential bidders or offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.10 1852.245-80 Government Property Management Information (DEVIATION) (SEP 2007)

(a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ

for the management of Government property under any contract awarded from this solicitation.

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

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

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

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

(f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.

(g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.

(h) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.

(i) Existing Government property may be reviewed at the following locations, dates, and times:[*Enter the appropriate information*]

(End of provision)

L.11 PROPOSAL PREPARATION INSTRUCTIONS

A. General Information

1. **FIVE BOUND HARDCOPIES** (One copy, marked "Original", plus FOUR identical copies) of the Proposal are required for evaluation purposes. Electronic copies are also required (See item D, below).
2. Electronic Mail may be addressed to Richard.W.Amiot@nasa.gov.
3. Information in this Provision is intended only to supplement FAR 52.215-1, INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITIONS (JAN 2004), which is included in full text. In the event that a conflict is detected, FAR 52.215-1 is controlling.
4. This RFP does not commit NASA to pay any proposal preparation costs, nor does it obligate NASA to procure or contract for these services. This request shall not be construed as Authorization to proceed with, or be paid for charges incurred by performing any of the work called for in this solicitation.

B. Format

1. The Proposal shall be submitted in three separate bound Volumes:
 - a. Volume I - The Technical Volume, which shall chiefly address "*Technical Capability*".
 - b. Volume II - The Cost & Pricing Volume, which shall chiefly address "*Cost/Price*".
 - c. Volume III - Past Performance Volume, which shall chiefly address "*Past Performance*".
 - d. Volume IV - The Signed Model Contract, SF33 and Section K Volume, which shall chiefly address "*Model Contract, SF 33 and Section K Volume*".

2. **NOTE: If the Offeror decides to submit a proposal for Option 2A and/or Option 2B, the Offeror shall submit a separate set of Volumes I through IV for the Options 2A and/or 2B along with Volumes I through IV for the basic SOW. These Option Volumes must be clearly marked on their covers that they are for Option 2A and/or 2B. They also shall follow all page limitations as set forth in section C.**
3. Each Volume of the Proposal shall be separate and complete in itself, so that evaluation of the Proposal may be accomplished concurrently and independently.
4. Any and all Volumes of the Proposal shall be marked with the legend "SOURCE SELECTION INFORMATION -- SEE FAR 3.104" on each page to meet the requirements of Procurement Integrity.
5. Each Volume shall be drilled to fit a standard three-ring binder.
6. Proposal instructions occasionally require a "**Summary Addendum**". A **Summary Addendum** is a stand-alone document exclusively devoted to the information requested. Those **Summary Addendums** which are specifically required by the government shall not be numbered or counted as a page.
7. A cover sheet should be contained as the first page of each book, clearly marked as to volume number, title, solicitation identification and the Offeror's name. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-5, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.
8. Volume-specific preparation instructions are provided below.

C. Page Limitations --

1. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. Separators (such as tabs) that do not include/contain evaluatable information (i.e., titles are not evaluatable; fact summaries are evaluatable) shall not be counted as a page. Summary Addendums which are specifically required herein shall not be counted as a page.
2. The following page limitations are established for each portion of the proposal submitted in response to this solicitation. This covers all Basic Work and Options 1A and 1B.

<u>Proposal Section</u>	<u>Page Limit</u>
a. The Technical Volume	80 Pages
b. The Cost & Pricing Volume	No Limit
c. The Past Performance Volume	10 Pages
d. Signed Model Contract, SF33, and Section K Certifications	No Limit

3. The following page limitations are established for each portion of a proposal submitted for Options 2A and 2B Component Development.

<u>Proposal Section</u>	<u>Page Limit</u>
e. The Technical Volume	15 Pages
f. The Cost & Pricing Volume	No Limit
g. The Past Performance Volume	10 Pages
h. Signed Model Contract, SF33, and Section K Certifications	No Limit

4. The Cost & Pricing Volume is not limited as to page count; however, 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.
5. If final revisions are requested, separate page limitations (if applicable) will be specified in the Government's request for that submission.
6. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government.

D. Electronic Submission Requirements

The proposal shall be submitted both electronically (CD) and in hard copy form. Offerors are required to submit their proposals in two formats, one in a conventional hard copy format in the quantities specified in L.11 (A) above and one in a standardized compact disc (CD) format. The CD submission must be compatible with the software and hardware specification described below. **Five disks** (one original and four copies), Labeled with the RFP Number, Company Name, and Date Prepared must be provided. All CDs shall be annotated "Source Selection Information (See FAR 3.104)".

Electronic copies of the proposal shall be prepared and submitted in Microsoft Office 2003 applications (Word, Excel, Access and Power Point), and Microsoft Project 2003. Adobe Acrobat software and files in PDF format are not acceptable. The submission of scanned documents inserted into document applications such as Adobe PDF or MS Word DOC files is prohibited. All documents in an Offeror's Cost Volume shall be searchable and capable of being manipulated. To the extent of any inconsistency between data provided electronically and proposal hard

copies, the hard copy data will be considered to be the intended data. **For electronic submissions, each volume of the proposal shall be submitted as a separate electronic file.**

- A. Proposal Preparation of Volume I, The Technical Volume
1. The Offeror's proposal should contain a Technical Proposal, separate and complete in itself, so that evaluation of it may be accomplished concurrently and independently. Any and all proposals shall be marked with the legend "SOURCE SELECTION INFORMATION - SEE FAR 3.104" on each page to meet the requirements of Procurement Integrity.
 2. The Offeror's proposal must cover the Statement of Work (SOW) within a (40) page limit.
 3. At a minimum, the Offeror is expected to include the information described below in the Technical Volume of its Proposal.
 - a. The Offeror's proposal shall clearly describe their approach to meeting the Technical Requirements described in the Statement of Work including the method by which the Offeror proposes to accomplish the requirements and/or solve the technical problems of the procurement, other than information to be furnished elsewhere as a part of program or project support plan summaries. Descriptions, sketches, flow diagrams, and approach should be presented in sufficient detail to permit proper evaluation.
 - b. Any specific exceptions to proposed technical requirements included in the Offeror proposal with supporting justification for changes shall be specifically identified as "EXCEPTIONS TO THE TECHNICAL REQUIREMENTS".
 - c. A Principal Investigator (PI) shall be identified by the Offeror. The Offeror shall provide a biography of the PI and any other personnel identified by the Offeror as key to completing the Statement of Work requirements.
 - d. The Offeror shall provide a list of facilities to be used in the meeting the requirements in the SOW and a brief summary of their capabilities. Any facilities at subcontractors required to produce the power system shall also be included in the list.
 - e. The Offeror shall provide hourly time estimates (without pricing information) by class for each phase or segment of the project, the extent to which these estimates are based on the use of employees presently on the Offeror's payrolls who will be available for the work as required, and an indication of the number and of personnel necessary to be hired and

arrangements made to obtain them.

- f. The Offeror’s proposal shall describe their plans for use of Small and Small Disadvantaged Business Participation. The target goals of this procurement are:

Overall Small Business Subcontracting Goal of 16% which incorporates the following:	
Small Disadvantaged Businesses (SDB)	4%
Women-Owned Small Businesses (WOSB)	3%
Historically Black Colleges and Universities (HBCU)/ Other Minority Educational Institutions (OMEI)	0%
Historically Underutilized Business (HUB) Zone	3%
Veteran-Owned Small Business (VOSB)	1%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	1%

For solicitation purposes only, the preceding goals are expressed as percentages of the total proposed contract value as opposed to only a percentage of proposed total planned subcontracting dollars. For the offerer’s subcontracting plan, however, in order to parallel SF294 and SF295 subcontracting reporting, the resultant dollar goals are to be converted, i.e., reflected, as percentages based on total subcontracted dollars.

- B. Proposal Preparation of Volume II, The Cost & Pricing Proposal
 - 1. Submission of “Cost or Pricing Data” is not required, but submission of OTHER THAN Cost or Pricing Data is required.
 - 2. The Offeror shall complete Attachment B Cost/Price Summary and shall provide supporting documentation for all elements of Attachment B. Supporting Documentation which includes the Name/Title/ Telephone/FAX/E-Mail Address of the Cognizant DCAA or DCMA analyst that can verify rates, the algorithms used to compute indirect rates, etc.
 - 3. The Offeror shall provide their Commercial and Government Entity (CAGE) code with the Proposal. If the Offeror does not have a current CAGE code, a CAGE code may be obtained at no cost by applying for one at the Defense Logistics Information Service (DLIS) Website (http://www.dlis.dla.mil/cage_welcome.asp) or by calling 1-877-352-2255.
 - 4. The Government assumes that adequate price competition may exist, thereby negating the need for submission of certified cost and pricing data with this proposal's submission (See FAR 15.403-1). It is anticipated that the amount and types of data required at this time will be adequate to determine price reasonableness. The contemplated resultant contract shall be written in a manner that is consistent with the Offeror’s normal, disclosed, and/or approved estimating and accounting practices. Prospective major subcontractors may submit proprietary cost data directly to the Government no later than the date

and time specified in this RFP for proposal submission. Major subcontractors are defined as those subcontractors having a total contract value of \$550,000.00 for the inclusive effort. Cost and Profit will be considered in determining the \$550,000.00 value.

5. Only minimal information other than cost or pricing data necessary to establish a price shall be requested at this time (See FAR 15.403-3). Cost information will not be requested unless proposed prices appear unreasonable or unrealistically low given the Offeror's proposed approach and there are concerns that the Offeror may default; and/or if only one proposal is received in response to the solicitation (See FAR 15.403-1(c)). Offerors will be advised if additional data is needed (See FAR 15.403-3).
6. Because equitable and appropriate cost allocation is required for Government contracts, it is anticipated that Offerors and their subcontractors will estimate and price their proposals using approved estimating, pricing, and accounting systems, in accordance with their Cost Accounting Standards Disclosure Statement, if applicable. As such, Offerors are to submit a Proposal using the formats in Section J, Attachment B, "Cost/ Price Summary". For the purpose of this Section, Offerors are to assume an estimated November 1, 2008, contract start date. An important prerequisite for the award of the contract is the Offeror's accounting system being capable of identifying and segregating costs. While these proposals are not required to be cost certifiable, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs by cognizant Defense Contract Audit Agency offices. Comprehensive audits of proposals are not anticipated at this time.

Offerors are to provide for themselves and their major subcontractors, the current status of, date of last review, name of and address with phone number of the governmental agency who performed the review for the following systems reviews. If the review has not been Performed or is not required, Offerors are required to provide a negative response.

- a. Contractor Estimating System Review (CESR)
 - b. Contractor Purchasing System Review (CPR)
 - c. Contractor Billing System Review
 - d. Contractor Accounting System Review
 - e. Contractor Disclosure Statement Accuracy
 - f. Contractor Executive Compensation Review
 - g. Determination of Cost Accounting Standards (CAS) applicability
 - h. Level of CAS applicability
7. **Offerors are to provide for themselves and their major subcontractors, the address and phone number of their cognizant Defense Contract Audit Agency and Defense Contract**

Management offices. See Attachment B.

8. Offerors are to provide the algorithms utilized to compute their indirect rates. However, if Forward Pricing Rates are in effect at the time the Proposal is submitted, said algorithms are not required. If a Forward Pricing Rate Agreement is issued, all rates contained therein and agreed to shall be used in the development of the proposed costs unless the value of this contract or other mitigating circumstance dictates the use of revised rates. Should an Offeror deviate from the published FPRA agreement, a written explanation and justification shall be included in the supporting information, the rationale and methodology used for the varying rate development and a clear description of the projected rate. Proposed FPRA shall be identified.
 9. A Cover Page with solicitation number, date of submission, name, address, and main telephone number of Offeror and with signature, name and title of the Offeror's representative submitting the Offer. Name, title and specific telephone number of Offeror's point of contact with authority to negotiate for the company shall be part of Volume II, The Cost & Pricing Proposal.
- C. Proposal Preparation of Volume III, The Past Performance Volume
1. At minimum, the Offeror is expected to include the information described below in the Past Performance Volume of its Proposal.
 - a. **A statement of past performance and experience.** This statement will include:
 - i. Demonstration of prior experience and technical expertise including but not limited to previous Government contracts, technical publications and conference proceedings, and commercial products.
Prior experiences with lithium based chemistries and other similar projects are of particular interest to the Government;
 - ii. Information on any similar efforts currently ongoing or related efforts not covered in subdivision i. that the Offeror feels is relevant to the Contract;
 - iii. A list of the three largest Government Cost type contracts (especially any cost plus Incentive Fee contracts) received in the past three years involving relevant work by the performing entity in the area described in the RFP, showing each contract number, the Government agency placing the contract, the cognizant Government Contracting Officer's name, e-mail address, telephone number, and FAX number, and a brief description of the work;
 - iv. For each cost-reimbursement contract listed pursuant to subdivision iii. above, a list of amounts of cost overruns or underruns, reasons for them, and percentage of fee;

- v. For each contract listed pursuant to subdivision i. above, a record of contract completion as against the date anticipated at the time of entering into the contract, with explanations for completion delays; and an identification and explanation of any terminations for default;
- vi. If no Government cost type contracts have been received in the past three years or are currently in negotiation involving relevant work by the performing entity in the area described in the RFP, the Offeror must provide a response indicating that no such contracts exist. Lack of contracts will be deemed neutral by the Government.
- vii. The Offeror may also provide similar information to that required in subdivisions iii. through vi. for up to three private contracts to demonstrate their capabilities. Failure to provide this information will be deemed neutral by the Government, but Offerors lacking past or current Government contracts are highly encouraged to provide this information.

D. Proposal Preparation of Volume IV, Model Contract completion, SF 33 and Section K Certifications

(a) In as much as the Government intends to evaluate proposals and award a contract without discussions with Offerors per FAR clause 52.215-1, paragraph (f)(4), the Government intends that the successful Offeror's signature in Block 17 of Standard Form 33 "Solicitation, Offer, and Award" and the Contracting Officer's signature in Block 27 of SF33 will be used for the contract document. Therefore, it is imperative that the Offeror take extra care to fill in all necessary blanks in the clauses and provisions.

(b) The offeror is instructed to complete the following clauses and provisions which contain blanks to be filled in by the offeror--

Section I

- I.18 52.219-4 Notice of Price Evaluation Preference for Hubzone Small Business Concerns (**HubZone only fill out**)
- I.22 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (**SDB only fill out**).
- I.40 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

Section K

- K.2 52.204-8 Annual Representations and Certifications (JAN 2006)
- K.3 52.230-1 Cost Accounting Standards Notices and Certification (JUN

2000)

K.4 52.230-7 Proposal Disclosure--Cost Accounting Practice Changes
(APR 2005)

SIGNATURE BLOCK

(c) The Offeror's "Representations, Certifications and Other Statements of Offerors" will be acknowledged in this Volume, along with any explanations, if necessary. The Offeror shall include the Hardcopy of Section K as outlined below, including the fully-executed Signature Block, in this Volume. This item shall not be included in the page count. The Offeror is also required to submit the Representations and Certifications under ORCA (See Provision K.1 in Section K of the Solicitation)

E. Offeror Information

The Offeror's e-mail address, for questions (if needed), voice telephone number, and FAX telephone number.

F. Other Documents to be Included

(1) A listing of exceptions and deviations taken to the RFP, including a summary of exceptions and deviations taken in other volumes of the proposal. Any other information required to comply with all other Section L instructions, conditions and notices to Offerors.

G. This solicitation instruction is not to be construed to imply that any other proposal information or plan required by any other solicitation instruction is not indeed required if it is not repeated here. All requirements for all proposal information and plans set forth in all other solicitation instructions remain in full force and effect, notwithstanding this solicitation instruction. This solicitation instruction is simply a reminder.

H. Applicability of clauses and provisions

To streamline the acquisition process for this project, a common set of FAR and NFS clauses and provisions were prepared. **The Offeror shall indicate the clauses that are not applicable to its proposal.**

L.12 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: **Richard W. Amiot, Contracting Officer**

FAX: (216) 433-5489

Email: Richard.W.Amiot@nasa.gov

Address: NASA Glenn Research Center
21000 Brookpark Road
Cleveland, OH 44135

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted **no later than 4:00pm on August 6th 2008** to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.13 PROVISIONS INCORPORATED BY REFERENCE -- SECTION L

Provision L.8 at the beginning of this Section is incorporated by reference, with the same force and effect as if they were given in full text. Provisions incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the provision to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire provision. The full text of the provision is available at the addresses contained in provision 52.252-1, Solicitation Provisions Incorporated by Reference, of this solicitation.

(End of provision)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5 Evaluation of Options (JUL 1990)

Except when it is determined in accordance with FAR [17.206\(b\)](#) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2 EVALUATION PROCEDURES

I. General

SOURCE SELECTION PROCEDURE

The proposed procurement will be evaluated in accordance with procedures prescribed by the Federal Acquisition Regulation (FAR) and the NASA FAR Supplement (NFS). As prescribed in FAR 52.215-1, the Government intends to evaluate proposals and award a contract based on initial proposals, without discussion. Accordingly, each Offeror should submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint. Should it be determined that discussions are required and the consequential establishment of a competitive range is necessary, the most highly rated proposals will be included in the competitive range. However, to promote efficiency and reduce unnecessary expense to both Offerors and NASA, a total of no more than three proposals shall be a working goal in establishing the competitive range.

If discussions are deemed necessary, Offerors within the competitive range will be advised of weaknesses identified in their proposal and allowed a reasonable opportunity to satisfy the solicitation requirements. At the conclusion of discussions, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. Selection will be made in accordance with the evaluation criteria set forth in this section of this solicitation.

The contract award will be based on the evaluation of proposals for the following three factors: Mission Suitability (Volume I), Relevant Experience and Past Performance (Volume II), and Cost/Price (Volume III). Mission Suitability will be numerically scored. Cost and Relevant Experience and Past Performance will not be numerically scored, but will be evaluated by the Source Evaluation Board (SEB) and given an adjectival rating. The SEB will present its findings to the Source Selection Authority who will select the Offeror he/she considers able to perform the contract in a manner most advantageous to the Government, all factors considered.

II. Evaluation Factors. The following three evaluation factors shall be the basis utilized in evaluating all proposals received.

A. Technical Capability (1000 points)

1. **Understanding of the Requirements** (125 points)
2. **Management Plan Organizational Approach** (200 points)
3. **Corporate and Company Resources** (150 points)
4. **Technical Risk** (100 points)
5. **Design Approach** (300 points)
6. **Reasonableness of Offeror's Standard Test Practices** (100 points)
7. **Small and Small Disadvantaged Business (SDB) Participation** (25 points)

B. Past Performance and Experience Factor

C. Cost/Price

A. Technical Capability Evaluation Factor This factor indicates, for each offeror, the merit or excellence of the work to be performed or product to be delivered. This factor consists of the following subfactors:

Technical Capability

1. Understanding the Requirements – This sub-factor will be used to evaluate the offeror's proposal and comprehension of the work and the data requirements. The offeror's proposal will be examined and analyzed to evaluate the offeror's understanding of the requirements set forth in the RFP.

2. Management Plan and Organizational Approach – This sub-factor will be used to evaluate the quality and effectiveness of the proposed team and key personnel. Proposals that include an organization structure that addresses all aspects of the development process are favored. Of particular importance is a team make-up that includes the appropriate expertise and experience. Consideration will be given to proposals that present well-defined roles and responsibilities for the team members, and relevant work histories for the key personnel including the Project Manager.

3. Corporate and Company Resources – This sub-factor will be used to evaluate the proper skill mix and the number of individuals available for the proposed effort. The offeror's facilities, tooling, special test equipment suitable for timely fabrication and testing of lithium-based battery cells will

be evaluated. The availability of pilot plant equipment for the scale-up and manufacturing of novel cell components and production level equipment for the manufacture of lithium-based cells

4. Technical Risk – This sub-factor will be used to evaluate the technical risk for completing the Lithium-based cell design, analysis, material scale-up, fabrication, and test activities. Development approaches that minimize technical risk and offer a realistic path to achieve Technology Readiness Level 6 are preferred. Schedule realism will also be evaluated. Preference will be given to designs that use established manufacturing techniques, and commercial-off-the-shelf components, where practical. Development strategies that are based on previous, successful lithium-based cell hardware development projects will be considered more favorably.

5. Design Approach – This sub-factor will be used to evaluate the responsiveness of the proposed design approach to the stated requirements. Proposals that present a clear and feasible design strategy are favored. Strong consideration will be given to designs that show relevance to future flight battery designs including the potential for high specific energy lithium-based cells. Other pertinent design features include low projected development cost, minimum design complexity, and low mass and volume.

6. Reasonableness of Offeror's Standard Test Practices - This sub-factor will be used to evaluate the reasonableness and thoroughness of the Offeror's standard acceptance testing practices needed to evaluate new cell designs and to screen cells against minimum performance criteria. The Offeror's standard level of testing will be evaluated to assess to what degree testing is included such as ampere-hour capacity, standard or reference rate measurements, self-discharge rate, impedance, and physical dimensions to obtain the goal values of the Key Performance Parameters listed in the SOW.

7. Small and Small Disadvantaged Business (SDB) Participation - Utilization of Small and Small Disadvantage Business. – This subfactor will be used to evaluate the proposed approach to utilize Small and Small Disadvantage Business in the project. Consideration will be given to the overall approach; the work areas to be subcontracted; and the percentage of work to be subcontracted.

2. Relative Importance of the Technical Capability Sub-Factors

For purposes of evaluation the “Design Approach” is the most important sub-factor. “Management Plan and Organizational Approach” is the next most important sub-factor. “Corporate and Company Resources” is the next most important sub-factor and it is closely followed by “Understanding the Requirements”. “Technical Risk” and Reasonableness of Offeror’s Standard Test Practices” are next in order and are equal in importance. Small and Small Disadvantaged Business (SBD) Participation is the least significant of the Technical sub-factors.

3. Rating of the Technical Capability Sub-Factors

Each of the sub-factors will receive an adjectival rating described below. The sub-factors will then be consolidated into a single Technical Capability rating.

EXCELLENT -- A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.

VERY GOOD -- A proposal having no deficiency and demonstrates overall competence. One or more significant strengths have been found and strengths outbalance any weaknesses that exist.

GOOD -- A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror’s response.

FAIR -- A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.

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.

B. Past Performance and Experience Evaluation Factor

1.Evaluation

An evaluation will be conducted on each Offeror’s overall performance record (including the record of any significant subcontractor or teaming partner) and experience in performing projects that are similar in scope

and complexity to the requirements included in this solicitation (or to the portion of work to be performed by the significant subcontractor or teaming partner); Contractor/SubContractor experience in working with each other; and Contractor/SubContractor safety record and accident experience. The evaluation will consider information contained in the Offeror's proposal, reference verifications and any information obtained from other sources (including references, customers, and Government agencies) deemed appropriate

2. Rating of the "Past Performance and Experience" Factor

Each Offeror will be assigned one of the following adjective ratings for past performance:

EXCELLENT -- Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance; and experience that is highly relevant to this procurement.

VERY GOOD -- Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor problems with little identifiable effect on overall performance; and experience is very relevant to this procurement.

GOOD -- Effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance; and experience is relevant to this procurement.

FAIR -- Meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance; and experience is at least somewhat relevant to this procurement.

POOR -- 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.

NEUTRAL -- No prior work experience in similar or like projects.
Offerors with no record of relevant past performance will receive a NEUTRAL rating.

C. Cost/Price Evaluation Factor

The Cost/Price Factor will be evaluated as follows: Pursuant to NFS 1815.305 cost will be evaluated for Cost Realism to determine if the costs proposed are realistic for the work to be performed, have a high degree of reasonableness for the requirements, and reflect a significant level of completeness in relation with the various elements of the Offeror's technical proposal. No adjective rating will be assigned to the proposed cost/price, but it will be evaluated to determine its reasonableness, and acceptability, and extent to which it reflects performance addressed in the technical proposal.

III. Relative Importance of Evaluation Factors

A. Selection for award will be to the company that represents the best value to the Government.

B. "Technical Capability" is approximately equal to "Cost/Price".

C. For purposes of evaluation, "Technical Capability" is approximately twice as important as "Past Performance".

D. "Technical Capability" and "Past Performance", when combined, are more important than "Cost/Price".

(End of Provision)

[END OF SECTION]