DRAFT RFP NNG17611358R
TABLE OF CONTENTS

Contents

B.1 NFS 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991) 2
B.2 NFS 1852.216-78 FIRM FIXED PRICE (DEC 1988)..... 2
B.3 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)..... 2
B.4 RESERVED..... 2
B.5 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (JAN 2017) 2
B.6 GSFC 52.216-96 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT AND FIXED PRICE) (MAR 2015) 5
B.7 GSFC 52.216-97 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT AND FIXED PRICE) (MAR 2015) 5
B.8 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005) 6
C.1 GSFC 52.211-91 SCOPE OF WORK (FEB 2016)..... 7
C.2 GSFC 52.227-90 LIMITED RIGHTS DATA OR RESTRICTED COMPUTER SOFTWARE (MAR 2008)..... 7
C.3 GSFC 52.235-90 REPORTS OF WORK (IDIQ/BPA) (AUG 2013) 7
C.4 GSFC 52.211-92 SCOPE OF WORK ADDITIONAL REQUIREMENTS 7
D.1 NFS 1852.211-70 PACKAGING, HANDLING, AND TRANSPORTATION (SEPT 2005) 9
D.2 NFS 1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)..... 9
E.1 FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984).....11
E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014).....11
E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015).....12
E.4 GSFC 52.246-92 ACCEPTANCE—SERVICES (SEP 2013) 12
E.5 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED (APR 1989).....12
E.6 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013).....13
E.7 FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996) 13
E.8 FAR 52.246-3 INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001) 15
E.9 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013).....16
E.10 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984).....17
F.1 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984).....18
F.2 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991) 18
F.3 GSFC 52.217-92 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD (JAN 2014).....18
F.4 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013).....18
F.5 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (FEB 2016).....18
F.6 CLAUSES INCORPORATED BY REFERENCE – SECTION F 18
G.1 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND

TABLE OF CONTENTS

CERTIFICATIONS (DEC 2014) 19

G.2 NFS 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988) 19

G.3 NFS 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (APR 2015) 19

G.4 NFS 1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015) 19

G.5 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015) 19

G.6 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE (APR 2015) 19

G.7 NFS 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) 19

G.8 NFS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING....19

(NOV 2004)....19

G.9 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED EQUIPMENT (AUG 2015)....19

G.10 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011) 19

G.11 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015) 19

G.12 NFS 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT (SEP 2016)....19

G.13 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) – ALTERNATE I (JAN 2011) 20

G.14 NFS 1852.245-73 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2017) 22

G.15 NFS 1852.245-76 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-1 (JAN 2011)....23

G.16 NFS 1852.245–82 OCCUPANY MANAGEMENT REQUIREMENTS (JANUARY 2011)....23

G.17 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014) 23

G.18 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)....23

G.19 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016)....24

G.20 GSFC 52.245-93 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (MAR 2014)....25

G.21 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY - ON-SITE AND OFF-SITE (APR 2016)....25

G.22 GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTS (MAR 2017)....26

G.23 RESERVED 28

G.24 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007)....28

G.25 GSFC 52.232-95 INVOICES – SUBMISSION OF (AUG 2016) 28

G.26 GSFC 52.245-94 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (DEC 2007) 28

G.27 CLAUSES INCORPORATED BY REFERENCE – SECTION G....29

H.1 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOVEMBER 2004) 30

H.2 NFS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015) 30

H.3 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002) 30

H.4 NFS 1852.228-71 AIRCRAFT FLIGHT RISKS (DEC 1988) 30

H.5 NFS 1852.242-72 DENIED ACCESS TO NASA FACILITIES (OCT 2015) 30

H.6 NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003) 30

H.7 NFS 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DECEMBER 2006)—ALTERNATE II (DECEMBER 2005) 30

H.8 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988) 30

H.9 NFS 1852.225-70 EXPORT LICENSES (FEBRUARY 2000) ALT I (FEBRUARY 2000) 31

H.10 GSFC 52.204-99 CONTRACTOR PERSONNEL-IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013) 31

H.11 GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (FEB 2016) 32

H.12 GSFC 52.211-100 CONTRACTOR PROPOSED ENHANCEMENTS (SEP 2013) 33

H.13 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS. (JUN 2016) 34

H.14 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008) 34

H.15 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012) 34

H.16 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006) 34

H.17 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (NOV 2016) 35

H.18 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989) 35

H.19 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989) 36

H.20 FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTENATE I (NOVEMBER 1991) 37

H.21 GSFC 52.243-90 ADDITIONAL LAUNCH SUPPORT (OCT 1988) 38

H.22 CLAUSES INCORPORATED BY REFERENCE – SECTION H 38

I.1 FAR 52.202-1 DEFINITIONS (NOV 2013) 39

I.2 FAR 52.203-3 GRATUITIES (APR 1984) 39

I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) 39

I.4 FAR 52.203-6 RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) 39

I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) 39

I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) 39

I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) 39

I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) 39

I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) 39

I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015) 39

I.11 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011) 39

I.12 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) 39

I.13 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996) 39

I.14 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) 39

I.15 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) 39

I.16 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016) 39

I.17 FAR 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016) 39

I.18 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) 39

I.19 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE- 39

DELIVERY CONTRACTS (OCT 2016) 39

I.20 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) 39

I.21 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) 39

I.22 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) 40

I.23 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015) 40

I.24 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010) 40

I.25 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) 40

I.26 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (AUG 2011) 40

I.27 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) 40

I.28 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010) 40

I.29 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010) 40

I.30 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) 40

I.31 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) 40

I.32 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) 40

I.33 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) 40

I.34 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) 40

I.35 FAR 52.216-8 FIXED FEE (JUN 2011) 40

I.36 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016) 40

I.37 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) -ALTERNATE II

(NOV 2016)....40

I.38 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)....40

I.39 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)....40

I.40 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)....40

I.41 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)....40

I.42 FAR 52.222-3 CONVICT LABOR (JUN 2003)....40

I.43 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014)....40

I.44 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)....41

I.45 FAR 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)....41

I.46 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)....41

I.47 FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)....41

I.48 FAR 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)....41

I.49 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)....41

I.50 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)....41

I.51 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)....41

I.52 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)....42

I.53 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)....42

I.54 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)....42

I.55 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)....42

I.56 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)....42

I.57 FAR 52.222-59 COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)....42

I.58 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)....42

I.59 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)....42

I.60 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)--ALTERNATE I (JUL 1995)....42

I.61 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) – ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)....44

I.62 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)....44

I.63 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)....44

I.64 FAR 52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)....44

I.65 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)....44

I.66 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)....44

I.67 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) 44

I.68 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)....44

I.69 FAR 52.225-1 BUY AMERICAN - SUPPLIES (MAY 2014) 44

I.70 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)....44

I.71 FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000) 44

I.72 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)....44

I.73 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)....44

I.74 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 (APR 2015) 44

I.75 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) – AS MODIFIED BY NFS 1852.227-17 (JUL 1997) 51

I.76 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)....51

I.77 FAR 52.227-11 PATENT RIGHTS—OWNERSHIP BY CONTRACTOR (MAY 2014) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11 (APR 2015) 51

I.78 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)....51

I.79 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)....51

I.80 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010) 51

I.81 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) 51

I.82 FAR 52.232-17 INTEREST (MAY 2014) 51

I.83 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)....51

I.84 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) 51

I.85 FAR 52.232-25 PROMPT PAYMENT (JAN 2017) – ALTERNATE I (FEB 2002) 51

I.86 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)....51

I.87 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) 51

I.88 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)....51

I.89 FAR 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)....51

I.90 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)....51

I.91 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) 51

I.92 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) 52

I.93 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991) 52

I.94 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) 52

I.95 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014) 52

I.96 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) 52
I.97 FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) 52
I.98 FAR 52.242-13 BANKRUPTCY (JUL 1995) 52
I.99 FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984) 52
I.100 FAR 52.244-2 SUBCONTRACTS (OCT 2010) 52
I.101 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) 52
I.102 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017) 52
I.103 FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017) 52
I.104 FAR 52.245-9 USE AND CHARGES (APR 2012) 52
I.105 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997) 52
I.106 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006) 52
I.107 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) 52
I.108 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006) 52
I.109 FAR 52.248-1 VALUE ENGINEERING (OCT 2010) 52
I.110 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) 52
I.111 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984) 53
I.112 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012) 53
I.113 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991) 53
I.114 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) 53
I.115 FAR 52.204-1 APPROVAL OF CONTRACT (52.204-1) (DEC 1989) 53
I.116 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) 53
I.117 FAR 52.216-18 ORDERING (OCT 1995) 54
I.118 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995) 55
I.119 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995) 55
I.120 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014) 56
I.121 FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016) 57
I.122 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008) 59
I.123 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016) 59
I.124 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006) 60
I.125 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) 61
I.126 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) 61
I.127 NFS 1852.203-71 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014) 61

I.128 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011) 61
I.129 NFS 1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016) 61
I.130 NFS 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015) 61
I.131 NFS 1852.219-77 NASA MENTOR-PROTEGE PROGRAM (APR 2015) 61
I.132 NFS 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (APR 2015) 61
I.133 NFS 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (NOV 2015) 61
I.134 NFS 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015) 61
I.135 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988) 61
I.136 NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988) 61
I.137 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005) 61
I.138 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005) 62
I.139 NFS 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APRIL 2001) 62
I.140 NFS 1852.243-71 SHARED SAVINGS (MAR 1997) 62
I.141 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989) 62
I.142 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996) 62
(END OF CLAUSE) 63
I.143 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) (DEVIATION) 63
I.144 NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (APR 2016) (DEVIATION) 63
I.145 NFS 1852.215-84 OMBUDSMAN (NOV 2011) – ALTERNATE I (JUNE 2000) 64
I.146 NFS 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006) 65
I.147 NFS 1852.236-73 HURRICANE PLAN (DEC 1988) 65
I.148 FAR 52.227-16 ADDITIONAL REQUIREMENTS (JUN 1987) 65
I.149 FAR 52.223-20 AEROSOLS (JUN 2016) 65
I.150 FAR 52.223-21 FOAMS (JUN 2016) 66
I.151 RESERVED 66
I.152 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) 66
I.153 FAR 52.224-2 PRIVACY ACT (APR 1984) 66
I.154 FAR 52.223-16 ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015) 66
I.155 FAR 52.210-1 MARKET RESEARCH (APR 2011) 66
I.156 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) 66
I.157 FAR 52.232-1 PAYMENTS (APR 1984) 67
I.158 FAR 52.243-7 NOTIFICATION OF CHANGES 67
I.159 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) 67

TABLE OF CONTENTS

I.160 CLAUSES INCORPORATED BY REFERENCE – SECTION I 67

J.1 GSFC 52.211-101 LIST OF ATTACHMENTS (FEB 2016) 68

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017) 70

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) 73

K.3 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016) 74

K.4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015) 75

K.5 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005) 77

K.6 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA REPRESENTATION (FEB 2012) (DEVIATION) 78

K.7 NFS 1852.239-73 REVIEW OF THE OFFEROR'S INFORMATION TECHNOLOGY 78

SYSTEMS SUPPLY CHAIN (APR 2016) (DEVIATION) 78

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE 80

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984) 80

L.3 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015) 80

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006) 81

L.5 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 81

L.6 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) 81

L.7 NFS 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015) 82

L.8 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011) 82

L.9 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011) 83

L.10 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (JAN 2014) 83

L.11 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS. (APR 2016) 84

L.12 GSFC 52.215-203 OFFER VOLUME (MAR 2017) 87

L.13 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY. (SEPT 2014) 90

L.14 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE). (AUG 2016) 91

L.15 GSFC 52.215-222 COST VOLUME INSTRUCTIONS. (SEPT 2016) 98

L.16 GSFC 52.215-230 PAST PERFORMANCE VOLUME. (JUN 2014) 106

L.17 FAR 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988) 109

L.18 NFS 1852.228-80 INSURANCE -- IMMUNITY FROM TORT LIABILITY (SEPTEMBER 2000) 109

L.19 EXHIBITS AND ENCLOSURES 109

M.1 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014) 111

M.2 GSFC 52.215-310 MISSION SUITABILITY FACTOR. (SEPT 2016) 111

M.3 GSFC 52.215-322 COST EVALUATION FACTOR. (JUN 2014).....114

M.4 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR. (JUN 2014).....114

M.5 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL. (JAN 2014).....117

SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

B.1 NFS 1852.216-74 ESTIMATED COST AND FIXED FEE (DEC 1991)

The estimated cost is $[**To Be Negotiated (TBN) on each individual task order**], exclusive of the fixed fee of $(**TBN on each individual task order**). The total estimated cost and fixed fee is $(**TBN on each individual task order**).

(End of text)

B.2 NFS 1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is $(**TBN on each individual task order**).

(End of clause)

B.3 NFS 1852.232-81 CONTRACT FUNDING (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is $TBD. This allotment is for IDIQ requirements in Contract Clause B.1 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.4 RESERVED

B.5 GSFC 52.211-90 SUPPLIES AND/OR SERVICES TO BE PROVIDED (JAN 2017)

The Contractor shall provide all resources (except as may be expressly stated in the contract or order as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work (SOW), incorporated as Attachment A, and Task Orders issued hereunder.

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
1	Services and Deliverables in accordance with Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW	As Defined in Attachment A, SOW
2	Services and Deliverables in accordance with Task Orders Issued and the SOW	As Defined in Individual Task Orders Issued	As Specified in Individual Task Orders Issued	As Specified in Individual Task Orders Issued
3	Task Plans	Section B GSFC 52.216-97 Section I NFS 1852.216-80	As Required in Clause NFS 1852.216-80	Electronic Format
4	Reports of Work	Section C GSFC 52.235-90 Section H NFS 1852.235-73	As Required in Clause GSFC 52.235-90	As specified in Clause
5	Contract Historical Data	Section C GSFC 52.211-91 Attachment M	Within 30 Days of Contracting Officer Request	Electronic Format/CO

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
6	NASA Financial Management Reports	Section G GSFC 52.242-90 Section G NFS 1852.242-73 Attachment H	Monthly and Quarterly in accordance with Attachment H	Electronic Format/ Contracting Officer (CO), Contracting Officer's Representative (COR), Resource Analyst (RA) & Regional Finance Office
7	Material Inspection and Receiving Reports (MIRR) (DD Form 250)	Section E NFS 1852.246-72 Section E GSFC 52.246-94	At Time of Delivery	Hard Copy/CO, COR, and Receiving & Inspection
8	Foreign Travel Requests and Foreign Travel Reports	Section G NFS 1852.242-71	Foreign Travel Requests–30 days in Advance of Travel Foreign Travel Reports–Upon Conclusion of Travel	As specified in CO's travel approval
9	Requests for Government Property	Section G NFS 1852.245-70	30 Days Prior to Acquisition Date	Electronic Format/CO
10	Financial Report of NASA Property in the Custody of Contractors (NF 1018)	Section G NFS 1852.245-73	Annual Report by October 15th and Final Report	NF 1018 Electronic Submission System (NESS)
11	Supplemental Financial Report of NASA Property in the Custody of Contractors	Section G GSFC 52.245-99	Monthly By the 21st of each Month and Final Report	Contractor-Held Asset Tracking System (CHATS) at https://chats.nasa.gov
12	Physical Inventory of Capital Personal Property Reporting	Section G NFS 1852.245-78	Within 10 Days of Annual Physical Inventory	Property Administrator
13	Contractor Acquired Government Property Reporting	Section G GSFC 52.245-93	Quarterly by Jan 30, Apr 30, July 30, and Oct 30	Electronic and Hard Copy Format/CO and SEMO, Code 273
14	Reporting of Inventions	Section G NFS 1852.227-72 Section G NFS 1852.227-70 Section I FAR 52.227-11	Interim Reports Every 12 Months (or sooner to preserve Patent Rights) and Final Report within 3 Months after Contract Completion	Electronic or Hard Copy Format/New Technology Representative or Patent Representative
15	Personnel Authorized to Use Motor Pool Vehicles	Section G GSFC 52.245-91	20 Days in Advance of Use	Electronic Format/CO
16	Small Business Subcontracting Plan Reporting	Section H GSFC 52.219-90 Section I NFS 1852.219-75	ISR–Semi-Annual (April 30th and October 30th) and Final SSR–Annual (October 30th)	Electronic Format/ Electronic Subcontract Reporting System (eSRS) http://www.esrs.gov

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
17	Safety & Health Reporting	Section H NFS 1852.223-70 Section H NFS 1852.223-75 Section H GSFC 52.223-91	Monthly/Quarterly Reports and As Required	NASA Mishap Information System (NMIS)
18	NASA Vehicle Reports (GSFC Form 26-5)	Section H GSFC 52.251-90	Monthly By the 15th of each Month	Electronic Format/CO and Code 274
19	Federal Automotive Statistical Tool	Section H NFS 1852.223-76	Annually by Oct 15th	http://fastweb.inel.gov
20	Personal Identity Verification (PIV) Documentation and Reporting	Section H GSFC 52.204-99 Attachment Q	10th Day of the Month and As Required	Electronic Format and Hard Copy/COR & Code 240
21	Organizational Conflicts of Interest (OCI) Avoidance Plan	Section I NFS 1852.237-72	Within 30 Days of Contract Effective Date	Electronic Format/CO
22	Equal Opportunity Reports	Section I FAR 52.222-26	As Specified by FAR 52.222-26	Electronic Format/CO & Code 120
23	Certificate of Insurance	Section I FAR 52.228-7 Section I NFS 1852.228-75	As Specified by NFS 1852.228-75	Electronic Format/CO
24	Subcontract Notification	Section I FAR 52.244-2	30 Days Prior to Subcontract Award Date	Electronic or Hard Copy Format/CO
25	IT Security Management Plan	Section I NFS 1852.204-76	Within 30 Days of Contract Effective Date & Annual Updates As Required	Electronic Format/CO
26	Service Contract Reporting	Section I FAR 52.204-15	Annually by October 31 and Revisions, if needed, by November 30	https://www.sam.gov
27	Affirmative Procurement of Biobased Products	Section I FAR 52.223-2	Annually by October 31 and Final Report	https://www.sam.gov and copy to the CO
28	Estimate of Recovered Material Content	Section I FAR 52.223-9	Upon Contract Completion	Electronic Format/CO and COR
29	Reserved			
30	Quality Assurance Plan	SOW Section 3	Within 60 Days of Contract Effective Date	Electronic Format/CO and COR
31	Reserved			
32	Management Plan to cover Multiple Similar Systems	SOW Section 3.3.2	Within 90 Days of Contract Effective Date	Electronic Format/CO and COR

Item	Description	Reference	Schedule	Delivery Method/Addressee(s)
33	Reserved			

NOTE: Unless otherwise specified, "day" means "calendar day".

NOTE: Transportation Classification: Transportation Classifications designations, in accordance with Clause D.1, for deliverables under Item 2 will be specified in each individual task order at the time of task order issuance. Deliverables under Items 3-33, unless specified (electronic format, etc.), are considered Class IV and shall be shipped via the most advantageous commercial transportation means considered to be in the best interest of the Government.

(End of clause)

B.6 GSFC 52.216-96 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (COST REIMBURSEMENT AND FIXED PRICE) (MAR 2015)

(a) The minimum amount of supplies or services that shall be ordered during the effective period of this contract is $2,000,000. The maximum amount of supplies or services that may be ordered during the effective period of this contract is $200,000,000. All orders placed under this contract will be applied to the minimum and maximum specified in this paragraph.

(b) The minimum amount is reached when the sum of all negotiated firm fixed price orders issued for supplies or services together with the dollar amounts of all cost reimbursement orders issued for supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount stated in paragraph (a).

(c) The maximum amount is reached when the sum of all negotiated firm fixed price orders issued for supplies or services together with the dollar amounts of all cost reimbursement orders issued for supplies or services, except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount stated in paragraph (a).

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

(e) The maximum amount may be adjusted unilaterally by the Government on an as needed basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 25% of the original maximum amount.

(End of clause)

B.7 GSFC 52.216-97 SUPPLEMENTAL TASK ORDERING PROCEDURES (COST REIMBURSEMENT AND FIXED PRICE) (MAR 2015)

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

all cost-type task orders and the proposed price for all fixed-price type task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

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

(c) The Government and Contractor agree that the fixed fee percentage specified in Attachment C shall be used to calculate the fixed fee dollars on all cost-plus-fixed-fee task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(d) The Government and Contractor agree that the profit percentage specified in Attachment C shall be used to calculate the profit dollars on all firm fixed price task orders issued in accordance with the "Task Ordering Procedure" clause of this contract.

(End of clause)

B.8 GSFC 52.232-94 ESTIMATED COST INCREASES (DEC 2005)

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

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

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

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

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

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

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

(End of clause)

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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

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

(End of clause)

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

In accordance with the delivery requirements of this contract, all software data rights shall be delivered in accordance with the Rights in Data – General clause, specified elsewhere in this contract, except for the following: **NONE**

(End of clause)

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

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

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

(c) Submission. The Contractor shall submit the reports required by this clause as follows:

Copies	Report Type	Addressee	Mail Code
1	M,F	Contracting Officer (CO)	210.I
1	M,F	Contracting Officer's Representative (COR)	840
1	M,F	Task Monitor	See Task Order

[M=Monthly Report, F=Final Report]

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

(End of clause)

C.4 GSFC 52.211-92 SCOPE OF WORK ADDITIONAL REQUIREMENTS

The Contractor shall comply with the following additional requirements:

Internet Protocol version 6 (IPv6)

The Contractor shall ensure that products and services that use the Internet Protocol provide full feature functionality in both dual stack (IPv4 and IPv6) and IPv6-only environments in compliance with National Institute of Standards and Technology (NIST) Special Publication 500-267 (USGv6-V1.0) - A Profile for IPv6 in the U.S. Government – Version 1.0, see http://www-x.antd.nist.gov/usgv6/docs/usgv6-v1.pdf. The Contractor must notify the Contracting Officer of all contract specifications that do not conform with providing full feature functionality for IPv6 and act in accordance with the instructions of the Contracting Officer.

The Contractor shall notify the Contracting Officer if any contract specifications herein do not comply with providing full feature functionality for IPv6.

(End of Text)

SECTION D – PACKAGING AND MARKING

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

(a) The Contractor shall comply with NASA Procedural Requirements (NPR) 6000.1, "Requirements for Packaging, Handling, and Transportation for Aeronautical and Space Systems, Equipment, and Associated Components", as may be supplemented by the statement of work or specifications of this contract, for all items designated as Class I, II, or III.

(b) The Contractor's packaging, handling, and transportation procedures may be used, in whole or in part, subject to the written approval of the Contracting Officer, provided (1) the Contractor's procedures are not in conflict with any requirements of this contract, and (2) the requirements of this contract shall take precedence in the event of any conflict with the Contractor's procedures.

(c) The Contractor must place the requirements of this clause in all subcontracts for items that will become components of deliverable Class I, II, or III items.

(End of clause)

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

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

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

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

(1) Item Description.

(2) Unique Identification Number (License Tag).

(3) Unit Price.

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

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

(1) Date originally placed in service.

(2) Item condition.

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

GSFC/Wallops Flight Facility
Building 19, Code 200C
Wallops Island, VA 23337

(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)

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-5 INSPECTION OF SERVICES – COST-REIMBURSEMENT (APR 1984)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of Clause)

E.2 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

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

- ANSI/ISO/ASQ Q9001-2000 Quality Management System (QMS) requirements
- CMMI Level II
- 14 CFR Part 135 Operating requirements: Commuter and on demand operations and rules governing persons on board such aircraft

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

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

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

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

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

(End of clause)

E.3 NFS 1852.246-72 MATERIAL INSPECTION AND RECEIVING REPORT (APR 2015)

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

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

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

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

(4) If the shipment address is not directly to the Goddard Space Flight Center (Greenbelt) or Goddard Space Flight Center (Wallops) central receiving areas, then one copy of the DD Form 250 must be provided (via mail) to one on the following addresses depending upon whether this contract is with GSFC Greenbelt or GSFC Wallops:

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

Receiving and Inspection (Bldg. F16), Wallops Flight Facility, Wallops Island VA 23337.

(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 GSFC 52.246-92 ACCEPTANCE—SERVICES (SEP 2013)

The Contracting Officer or authorized representative will accomplish acceptance at the NASA Goddard Space Flight Center’s Wallops Flight Facility or other locations as specified in individual Task Orders issued. For the purpose of this clause, the Contracting Officer's Representative delegated on this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.5 GSFC 52.246-94 MATERIAL INSPECTION AND RECEIVING REPORT NOT REQUIRED

SECTION E – INSPECTION AND ACCEPTANCE

(APR 1989)

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

All technical reports, plans, manuals, progress and financial reports, documents, and lists.

(End of clause)

E.6 GSFC 52.246-102 INSPECTION SYSTEM RECORDS (APR 2013)

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

(End of clause)

E.7 FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED-PRICE (AUG 1996)

(a) Definition. *Supplies,* as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; *provided,* that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e)(1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i)(1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Governments request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; *provided,* that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer

specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(End of clause)

E.8 FAR 52.246-3 INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)

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

Contractor's managerial personnel means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract.

Supplies includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may—

(i) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

(k) Except as otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(End of clause)

E.9 GSFC 52.246-93 ACCEPTANCE—LOCATION(S) (SEP 2013)

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

Deliverable Item No.	Location	Authorized Representative
As specified by task order	As specified by task order	Contracting Officer's Representative or Task Monitor

The Contracting Officer reserves the right to designate other Government agents as authorized representatives. The Contractor will be notified by a written notice or by a copy of the delegation letter if other agents are authorized.

(End of clause)

E.10 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance, regardless of when or where the Government takes physical possession, unless the contract specifically provides for earlier passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the Contractor until, and shall pass to the Government upon—

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Acceptance by the Government or delivery of the supplies to the Government at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the Contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the Contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Government acting within the scope of their employment.

(End of clause)

SECTION F – DELIVERIES OR PERFORMANCE

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

F.2 FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)

F.3 GSFC 52.217-92 PERIOD OF PERFORMANCE/EFFECTIVE ORDERING PERIOD (JAN 2014)

The effective ordering period of this contract shall be for a period of 5 years from the contract effective date of April 1, 2018.

(End of clause)

F.4 GSFC 52.237-92 PLACE OF PERFORMANCE – SERVICES (NOV 2013)

The services to be performed under this contact shall be performed at the following location: NASA Goddard Space Flight Center's Wallops Flight Facility. Alternate places of performance may be specified in individual task orders issued.

(End of clause)

F.5 GSFC 52.247-94 SHIPPING INSTRUCTIONS--CENTRAL RECEIVING (FEB 2016)

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

Receiving Officer
GSFC Wallops Flight Facility
Building F-19
Wallops Island, VA 23337

Marked for:

Technical Officer: Daniel Whealton Code 840
Building: E-106
Room: 307
Contract No.: TBD
Item(s) No.: TBD

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

(End of clause)

F.6 CLAUSES INCORPORATED BY REFERENCE – SECTION F

Clauses F.1 and F.2 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 address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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

G.2 NFS 1852.216-75 PAYMENT OF FIXED FEE (DECEMBER 1988)

G.3 NFS 1852.223-71 AUTHORIZATION FOR RADIO FREQUENCY USE (APR 2015)

G.4 NFS 1852.227-70 NEW TECHNOLOGY—OTHER THAN A SMALL BUSINESS FIRM OR NONPROFIT ORGANIZATION (APR 2015)

G.5 NFS 1852.227-72 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (APR 2015)

G.6 NFS 1852.227-86 COMMERCIAL COMPUTER SOFTWARE LICENSE (APR 2015)

G.7 NFS 1852.242-71 TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988)

G.8 NFS 1852.242-73 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)

G.9 NFS 1852.245-70 CONTRACTOR REQUESTS FOR GOVERNMENT-FURNISHED EQUIPMENT (AUG 2015)

G.10 NFS 1852.245-75 PROPERTY MANAGEMENT CHANGES (JAN 2011)

G.11 NFS 1852.245-78 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (AUG 2015)

G.12 NFS 1852.232-80 SUBMISSION OF VOUCHERS FOR PAYMENT (SEP 2016)

(a) The designated payment office is the NASA Shared Services Center (NSSC) located at FMD Accounts Payable, Bldg. 1111, Jerry Hlass Road, Stennis Space Center, MS 39529.

(b) Except for classified vouchers, the Contractor shall submit all vouchers electronically using the steps described at NSSC's Vendor Payment information Web site at: *https://www.nssc.nasa.gov/vendorpayment.* Please contact the NSSC Customer Contact Center at 1-877-NSSC123 (1-877-677-2123) with any additional questions or comments.

(c) *Payment requests.* (1) The payment periods designated in the payment clause(s) contained in this contract will begin on the date a proper request for payment is received by the NSSC payment office specified in paragraphs (a) and (b) of this section. Vouchers shall be prepared in accordance with the guidance provided by the NSSC at the following Web site: *https://answers.nssc.nasa.gov/app/answers/detail/a_id/6643.*

(2) Vouchers shall include the items delineated in FAR 32.905(b) supported by relevant back-up documentation. Back-up documentation shall include at a minimum, the following information:

(i) Breakdown of billed labor costs and associated contractor generated supporting documentation for billed direct labor costs to include rates used and number of hours incurred.

(ii) Breakdown of billed other direct costs (ODCs) and associated contractor generated supporting documentation for billed ODCs.

(iii) Indirect rate(s) used to calculate the amount of billed indirect expenses.

(d) *Non-electronic payment.* The Contractor may submit a voucher using other than the steps described at NSSC's Vendor Payment information through any of the means described at *https://www.nssc.nasa.gov/vendorpayment,* if any of the following conditions are met:

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment when the Government-wide commercial purchase card is used as the method of payment.

(2) The contract includes provision allowing the contractor to submit vouchers using other than the steps prescribed at NSSC's Vendor Payment information Web site. In such instances, the Contractor agrees to submit non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) *Improper vouchers.* The NSSC Payment Office will notify the contractor of any apparent error, defect, or impropriety in a voucher within seven calendar days of receipt by the NSSC Payment Office. Inquiries regarding requests for payment should be directed to the NSSC as specified in paragraph (b) of this section.

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

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

(End of clause)

G.13 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011) – ALTERNATE I (JAN 2011)

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

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

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

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

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

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

(iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.

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

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

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

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

X (2) Office furniture.

X (3) Property listed in Attachment D.

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

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

(4) Supplies from stores stock.

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

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

X (7) Installation service facilities: Motor Pool and IT Services through the Agency Consolidated End-user Services (ACES) contract

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

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

X (10) Building maintenance for facilities occupied by Contractor personnel.
X (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

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

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

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

(2) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Industrial Property Officer, Goddard Space Flight Center, Supply and Equipment Management Branch, Code 273, Greenbelt, MD 20771 and a copy to the cognizant NASA Center Deputy Chief Financial Officer, Goddard Space Flight Center, General Accounting Department, General Ledger Section, Code 157, Greenbelt, MD 20771, 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: Cognizant NASA Contracting Officer, Goddard Space Flight Center, Procurement Operations Division, Code 210.I, Greenbelt, MD, 20771, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

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

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

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

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

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

(End of clause)

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

For performance of work under this contract, the Government will make available Government property identified in Attachment R or each individual task order**,** if applicable, on a no charge-for-use basis pursuant to the clause at FAR 52.245-1, Government Property, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at downrange tracking location(s) and at other location (s) as may be approved by the Contracting Officer. Under FAR 52.245-1, the Contractor is accountable for the identified property.

(End of clause)

G.16 NFS 1852.245–82 OCCUPANY MANAGEMENT REQUIREMENTS (JANUARY 2011)

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

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

(2) NPR 8831.2, Facility Maintenance Management

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

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of clause)

G.17 GSFC 52.216-100 INDIVIDUALS AUTHORIZED TO ISSUE ORDERS (DEC 2014)

The following personnel are authorized to issue orders under this contract. All designated personnel are employed by Goddard Space Flight Center unless otherwise indicated: Contracting Officer, Code 210.

(End of clause)

G.18 GSFC 52.242-90 FINANCIAL MANAGEMENT REPORTING (JUN 2014)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedural Requirements (NPR)

9501.2E, "NASA Contractor Financial Management Reporting", establish report due dates and other financial management reporting requirements. NPR 9501.2E permits withholding of payment for noncompliance.

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

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

Distribution shall be as follows:

Contracting Officer, Code 210.I
E-Mail: Finale.M.Uptegrow@nasa.gov

Contracting Officer's Representative, Code 840
E-Mail: Daniel.Whealton@nasa.gov

Resources Analyst, Code 840
E-Mail: Vickie.C.Tye@nasa.gov

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

Administrative Contracting Officer (if delegated)

(c) Web site. NPR 9501.2E, "NASA Contractor Financial Management Reporting":

http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=9501&s=2E

(End of clause)

G.19 GSFC 52.245-91 GOVERNMENT PROVIDED MOTOR VEHICLES (FEB 2016)

(a) Authorized users. The installation accountable property and services listed in NASA FAR Supplement clause 1852.245-71 include the use of WFF motor pool vehicles. The Contractor shall submit to the Contracting Officer, at least 20 days in advance, a list of employees intended to use the vehicles. The list shall include the type and class of State driver's license that each employee possesses. After review of the list, the Contracting Officer will provide the list to the Wallops WICC Help Desk, Code 200.C, as appropriate. They will use the list to ensure that only Contractor employee(s) on the Contracting Officer's approved list are provided vehicles and will confirm that the Contractor employee has a valid State license for the type of vehicle being requested. Any changes to the list must also be submitted to the Contracting Officer.

(b) Restrictions and conditions. The following shall apply to the use of Government provided motor vehicles:

(1) Title 41 CFR 102-34.230. Also, home to work/work to home transportation is not authorized.
(2) The Motor Vehicle Safety requirements stated in subchapter 3.2 of NPR 8715.3, NASA General Safety Program Requirements.
(3) The use of hand-held wireless (cellular) phones is prohibited when driving motor vehicles owned, leased, or rented by the Federal Government.

(End of clause)

G.20 GSFC 52.245-93 REPORTS OF CONTRACTOR ACQUIRED GOVERNMENT PROPERTY (MAR 2014)

Refer to subparagraph (b)(1)(i) of NASA FAR Supplement clause 1852.245-71, "Installation Accountable Government Property--Alternate I" of this contract.

(a) Definition. "Controlled equipment" means all equipment with an acquisition cost of $5,000 or more, that has an estimated service life of 2 years or more, which will not be consumed or expended in an experiment, and selected items of equipment with an acquisition cost less than $5,000 that are designated, and identified as sensitive by Appendix C of NPR 4200.1 and by the GSFC Information and Logistics Management Division, Supply and Equipment Management Branch, Code 273.

(b) Property, regardless of value, shall not be purchased on the account of the Government unless authorized by the terms of the contract or approved by the Contracting Officer, including compliance by the contractor with the Subcontracts clause of this contract. Further, any purchase of equipment shall not be made until the equipment has been screened through NASA inventories and other authorized Federal excess sources for item availability in accordance with NASA FAR Supplement clause 1852.245-70.

(c) Immediately after the purchase of any controlled equipment, the Contractor shall submit a GSFC Form 20-4, Shipping Document, to the GSFC Supply and Equipment Management Branch, Code 273, for the purpose of entry of the controlled equipment data into the NASA Property, Plant and Equipment System (NASA PP&E). A copy of the GSFC Form 20-4 shall also be provided to the GSFC General Accounting Department, General Ledger Section, Code 157, within 5 working days. The GSFC Form 20-4, or other form acceptable to the GSFC Supply and Equipment Management Branch, must contain all of the data elements necessary to establish accountability, including both the contract number and the Contractor's purchase order number under which the equipment was purchased.

(d) The Contractor shall submit, on a quarterly basis, a report of all property acquired by the Contractor under the contract during the reporting period and to which the Government has title, regardless of acquisition value. This report must be submitted within 30 calendar days after the end of each calendar year quarter; i.e., January 30, April 30, July 30, and October 30. Submittal shall be to the Contracting Officer and to the Supply and Equipment Management Officer, Code 273. For acquisitions of controlled equipment, the list shall include item description, acquisition date, acquisition value, manufacturer, model, serial number, location of the items, and GSFC property number. For all other acquisitions, the list shall include item description, quantity, cost, and location of the items. Controlled equipment previously reported on GSFC Form 20-4s, or on other forms, shall be included in the quarterly reports. Negative reports shall be submitted, if applicable.

(e) If the contractor maintains a stock inventory of Installation-Accountable Government Property with a minimum average value of $75,000, the Contractor shall comply with NPR 4100.1. The Contractor shall submit a monthly NASA Form 1489, Analysis of Physical Inventory Report; NASA Form 1324, Semi-annual Report of Personal Property Operations (for which periods end March 31 and September 30) and NASA Form 1619, Physical Inventory of Materials Annual Report (for which period ends September 30), within 5 working days of the end of the reporting period. The NASA Forms 1489, 1324 and 1619, should be submitted to the Supply and Equipment Management Officer, Code 273, with a copy to the Contracting Officer. A copy of NASA Form 1489 should be submitted to Code 157.2, General Ledger.

(End of clause)

G.21 GSFC 52.245-96 PROPERTY CLAUSE APPLICABILITY - ON-SITE AND OFF-SITE (APR 2016)

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

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

FAR clause 52.245-1, "Government Property"

FAR clause 52.245-9, "Use and Charges"

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

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

NASA FAR Supplement clause 1852.245-73, "Financial Reporting of NASA Property in the Custody of Contractors"

NASA FAR Supplement clause 1852.245-74, "Identification and Marking of Government Equipment"

NASA FAR Supplement clause1852.245-75, "Property Management Changes"

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

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

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

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

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

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

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

FAR clause 52.245-2, "Government Property Installation Operation Services"

NASA FAR Supplement clause 1852.245-71, "Installation-Accountable Government Property"

NASA FAR Supplement clause 1852.245-77, "List of Government Property Furnished Pursuant to FAR 52.245-2"

NASA FAR Supplement clause 1852.245-82, "Occupancy Management Requirements"

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

(End of clause)

G.22 GSFC 52.245-99 SUPPLEMENTAL FINANCIAL REPORTING OF NASA PROPERTY IN

THE CUSTODY OF CONTRACTS (MAR 2017)

(a) In addition to the annual 1018 reporting required under clause NFS 1852.245-73 of this contract, the Contractor shall submit monthly property financial reports as described below if, at either award or any time during contract performance, the cumulative amount of NASA property is $10 million or more.

(1) Monthly property financial reports shall be submitted including item-level supporting data for all items acquired/fabricated/modified where the total acquisition cost of the item is $500,000 or more, in the contractor's or its subcontractors' possession. This data shall be submitted for all items in the property classifications of real property, equipment, special test equipment, special tooling, and agency peculiar property.

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

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

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

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

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

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

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

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

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

(4) Questions may be directed to the following individuals of the NASA GSFC Property Office:

Kia Hughes, (301) 286-0810, email kia.hughes@nasa.gov

Loren Phillips (301) 286-0785, e-mail: loren.j.phillips@nasa.gov

(End of Clause)

G.23 RESERVED

G.24 52.227-13 PATENT RIGHTS – OWNERSHIP BY THE GOVERNMENT (DEC 2007)

G.25 GSFC 52.232-95 INVOICES – SUBMISSION OF (AUG 2016)

Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted to the NASA Shared Services Center (NSSC), Financial Management Division (FMD) – Accounts Payable, Bldg 1111, Jerry Hlass Road, Stennis Space Center, MS 39529, Email: NSSC-AccountsPayable@nasa.gov. For purposes of the Prompt Payment Act, the above office is considered to be the "Designated Billing Office" and the "Designated Payment Office".

Note: Invoices must contain an invoice date in order for an invoice to be considered "Proper." Invoices without an invoice date will be deemed to be "Improper" and will be rejected by the NSSC.

If the terms are F.O.B. plant with "plus transportation charges allowed", the invoice must be supported by a receipted freight bill, express receipt, or parcel post receipt, evidencing the correctness of the amount paid and claimed. If the amount is less than $100 per shipment and receipts are not available, the invoice will be accepted and payment made, provided it contains a certificate by the supplier, that transportation charges were in fact paid by the supplier, that receipts were not available, and lists the destination, weight, name of carrier, and the amount claimed. The availability of this certification is not a waiver of the requirements for receipted transportation bills, and is to be used only when receipts are not available. Bill of lading number and weight of shipment shall be shown for shipments made on Government bill of lading.

(End of clause)

G.26 GSFC 52.245-94 INVENTORY OF GOVERNMENT OWNED PROPERTY--SPECIAL PROCEDURES FOR FLIGHT QUALIFIED INVENTORY (DEC 2007)

(a) The Contractor shall ensure that flight qualified assemblies and parts that are residual inventory under this contract are properly stored in a secure area that is certified for electostatic discharge (ESD) handling. The parts shall be handled in accordance with electrostatic discharge (ESD) standards and procedures. The Contractor shall also maintain a system to ensure that the associated heritage, test, and qualification documentation is available and traceable to such individual items of inventory.

(b) In accordance with the "Physical inventory" required in FAR clause 52.245-1(f)(iv), the Contractor shall identify any hardware, components or parts suitable for space flight or at any time such inventory is excess to the needs of this contract.

(c) Compliance with this clause is required until:
(1) The Government exercises its right under the Government Property clause of this contract and under FAR 45.6 to require delivery of any such inventory or the transfer of such inventory to another Government contract. [Flight qualified assemblies or parts remaining in residual inventory shall remain subject to this clause]; or
(2) The Contractor and the Government agree to, partly or completely, discontinue the requirements of this clause for specific items of flight qualified assemblies and parts; or.
(3) The period stated in this contract for the Contractor to maintain inspection records under the Inspection

clause of this contract has expired.

(d) In the event of (c)(1) above, the delivered or transferred flight qualified inventory shall be accompanied by all data and records regarding the flight certification of each of item(s) comprising the flight qualified inventory for which the Government's right is exercised.

(e) When flight qualified inventory is no longer subject to this clause because of (c)(1), (c)(2) or (c)(3) of this clause, the designated flight qualified inventory item(s), shall subsequently be managed no more stringently than other government property in accordance with FAR 52.245-1.

(End of clause)

G.27 CLAUSES INCORPORATED BY REFERENCE – SECTION G

Clause(s) G.1 through G.11, and G.24 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 address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

H.1 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING (NOVEMBER 2004)

H.2 NFS 1852.223-70 SAFETY AND HEALTH MEASURES AND MISHAP REPORTING (DEC 2015)

H.3 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)

H.4 NFS 1852.228-71 AIRCRAFT FLIGHT RISKS (DEC 1988)

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

H.6 NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JUL 2003)

H.7 NFS 1852.235-73 FINAL SCIENTIFIC AND TECHNICAL REPORTS (DECEMBER 2006)—ALTERNATE II (DECEMBER 2005)

H.8 NFS 1852.209-71 LIMITATION OF FUTURE CONTRACTING (DECEMBER 1988)

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

(b) The nature of these conflicts are that in performing this IDIQ contract, there are situations where the services performed may give rise to the significant potential organizational conflicts of interest listed below. In addition, the specific nature of any potential or actual conflict that may arise during performance of a task order will be identified in each individual task order, as appropriate.

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

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

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

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

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

(2) To the extent that the IDIQ work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(3) If the Contractor, through the performance of task orders issued under this contract, is required to participate in technical reviews or provide engineering consultation services on its own proposals/quotations, products, or services (or those of its affiliate(s) or competitor(s)) provided

under a different contract(s), the Contractor shall be ineligible to perform such work as a prime or first-tier subcontractor.

(End of clause)

H.9 NFS 1852.225-70 EXPORT LICENSES (FEBRUARY 2000) ALT I (FEBRUARY 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 GSFC's Wallops Flight Facility, where the foreign person will have access to export-controlled technical data or software.

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

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

(e) The Contractor may request, in writing, that the Contracting Officer authorize it to export ITAR-controlled technical data (including software) pursuant to the exemption at 22 CFR 125.4(b)(3). The Contracting Officer or designated representative may authorize or direct the use of the exemption where the data does not disclose details of the design, development, production, or manufacture of any defense article.

(End of clause)

H.10 GSFC 52.204-99 CONTRACTOR PERSONNEL-IDENTIFICATION, ONSITE REPORTING, AND CHECKOUT PROCEDURES (APR 2013)

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

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

(c) Each contract employee shall provide to the Contractor's designated PIV Requester the basic identifying information required for a PIV Request to be initiated in the PIV System. The PIV Request must be approved by the PIV Sponsor (COR or the Contracting Officer). The COR will resolve any

housing or access issues, and review the request for accuracy and completeness. Requests that are approved by the PIV Sponsor will be forwarded to the GSFC Security Division, Code 240, PIV Authorization, Badge enrollment, and Badge issuance.

(d) The Contractor shall submit an annotated PIV Report each month. The GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report monthly to correct and update the information as follows:
(1) Draw a line through the names of employees who are no longer employed by the contractor or that no longer work onsite under the contract, and;
(2) Make handwritten changes to any other incorrect data.

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

For the final PIV Report under the contract, the GSFC PIV Manager will furnish a PIV print-out to the Contractor no later than two weeks prior to the end of the contract. The Contractor shall submit its annotated final PIV Report no later than 3 days prior to the end of the contract.

If this is a follow-on contract, at the end of the phase-in period (if any)/start of the basic contract period, the GSFC Security Division will provide the Contractor a copy of the final PIV Report from the previous contract. The Contractor shall review the list and redline it as necessary to reflect its employees requiring PIV cards. The redlined list shall be provided the GSFC Security Division within 30 days after the start of the contract.

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

(End of clause)

H.11 GSFC 52.211-95 GOVERNMENT PREMISES – PHYSICAL ACCESS AND COMPLIANCE WITH PROCEDURES (FEB 2016)

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

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

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

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

(1) Harassment and Discrimination Announcements
http://eeo.gsfc.nasa.gov/policy.html
(2) GSFC Workplace Violence Announcement
https://gs279gdmsias.gsfc.nasa.gov/srv/GDMSNEWDatabaseObject?document_id=21144
(3) GPR 1600.1, GSFC Security Requirements
(4) NPD 1600.3, Policy on Prevention of and Response to Workplace Violence
(5) GPR 1700.1, Occupational Safety Program at GSFC
(6) GPR 1700.2, Chemical Hygiene Program
(7) GPR 1700.5, Control of Hazardous Energy (Lockout/Tagout)
(8) GPR 1700.6, Confined Space Program at GSFC
(9) GPR 1700.7, Electrical Safety
(10) GPR 1700.8, GSFC Hazard Communication Program
(11) GPR 1800.1, GSFC Smoking and Other Tobacco Use Requirements
(12) GPR 1800.6, Occupational Health, Medicine and Employee Assistance Programs
(13) GPR 1840.2, Industrial Hygiene Program
(14) GPR 1860.1, Ionizing Radiation Protection
(15) GPR 1860.2, Laser Radiation Protection
(16) GPR 1860.3, Radio Frequency Radiation Protection
(17) GPR 1860.4, Ultraviolet and High Intensity Light Radiation Protection
(18) NPD 2540.1, Personal Use of Government Office Equipment Including Information Technology
(19) GPR 2570.1, Spectrum Management and Radio Frequency (RF) Equipment Licensing
(20) NPR 3713.3, Anti-Harassment Procedures
(21) GPD 8500.1, Environmental Policy and Program Management
(22) GPR 8621.4, GSFC Mishap Preparedness and Contingency Plan
(23) GPR 8710.2, GSFC Emergency Management Program Plan
(24) GPR 8710.7, Cryogenic Safety
(25) GPR 8710.8, GSFC Safety Program Management
(26) GPD 8715.1, GSFC Safety Policy
(27) GPR 8715.1, Processing of NASA Safety Reporting System (NSRS) Incident Reports
(28) GPR 8715.8, Fall Protection Requirements for GSFC

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

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

(End of clause)

H.12 GSFC 52.211-100 CONTRACTOR PROPOSED ENHANCEMENTS (SEP 2013)

The Contractor shall provide the enhancements that are described in Attachment P. These enhancements, which are over and above the requirements required by the contract terms and conditions, Statement of Work and other contract attachments, were proposed by the Contractor in the proposal submitted in response to the Request for Proposal (RFP) NNG17611358R for Range Operations Contract (ROC) II. The incorporation of these enhancements does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions and requirements in the Statement of Work and other contract attachments. The Contractor shall perform these enhancements on all work performed, unless specifically waived by the Contracting Officer in writing.

(End of clause)

H.13 GSFC 52.223-91 SAFETY AND HEALTH – ADDITIONAL REQUIREMENTS. (JUN 2016)

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

(a) Incident Reporting: The immediate notification and prompt reporting requirement included in paragraph (d) of NFS clause 1852.223-70 shall be to Wallops Flight Facility Safety Office, Code 803, Telephone 757-824-1625 and to the Contracting Officer (CO). This verbal notification should be confirmed in writing via E-Mail to the CO and Lauren.E.Chance@nasa.gov and entered into the NASA Mishap Information System (NMIS) within 24 hours. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

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

(End of clause)

H.14 GSFC 52.227-93 APPLICABILITY OF RIGHTS IN DATA – SPECIAL WORKS (MAR 2008)

The "Rights in Data - Special Works" clause of this contract applies to the following aspects (or items):

Any data requested by the Government for any legitimate government use.

(End of clause)

H.15 GSFC 52.227-99 RIGHTS IN DATA (JUN 2012)

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

(End of clause)

H.16 GSFC 52.251-90 REPORT OF NASA-GSFC VEHICLES (JUL 2006)

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

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

(End of clause)

H.17 GSFC 52.219-90 SMALL BUSINESS SUBCONTRACTING PLAN AND REPORTS (NOV 2016)

a. Subcontracting Plan (Contractor)

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

b. Subcontracting Plan (Subcontractors)

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

c. Individual Subcontract Reports (ISRs)

The Contractor shall prepare and submit their Individual Subcontract Reports (ISRs) (formerly known as the Standard Form 294), in accordance with the instructions listed in the Electronic Subcontract Reporting System (eSRS), available at http://esrs.gov.

ISRs must be submitted electronically in eSRS on a semi-annual basis. This report must be received no later than April 30 and October 30 each year for the reporting periods ending March 31 and September 30, respectively. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or since the last reporting period.

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

d. Summary Subcontract Reports (SSRs)

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

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

e. Subcontractor Reporting

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

(End of clause)

H.18 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.

See Attachment S, Key Personnel and Qualifications

(End of clause)

H.19 NFS 1852.232-77 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (MAR 1989)

(a) Of the total price of Firm Fixed Price Task Orders in Contract Clause B.2, the sum of $TBD is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS

Date Amounts

$[**To Be Negotiated (TBN) on each individual task order**],

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until TBD.

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimated date when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)

H.20 FAR 52.236-13 ACCIDENT PREVENTION (NOV 1991) – ALTENATE I (NOVEMBER 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will—

(1) Safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) Avoid interruptions of Government operations and delays in project completion dates; and

(3) Control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall—

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall—

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

H.21 GSFC 52.243-90 ADDITIONAL LAUNCH SUPPORT (OCT 1988)

This contract requires the Contractor to perform effort related to the launch of spacecraft. In the event that the Contractor completes performance of the effort required within the period specified but prior to the actual launch, the Contractor shall continue to furnish such additional effort as may be required and ordered by the Contracting Officer, until the actual launch. Within 30 calendar days after receipt of the order for additional effort, the Contractor shall submit a formal proposal for equitable adjustment, for the effort called for in the order, to the Contracting Officer in accordance with the procedures set forth in the Changes clause of this contract. An equitable adjustment will be made only if the delay in the launch is not due to failure of the contractor to meet the terms of this contract.

(End of clause)

H.22 CLAUSES INCORPORATED BY REFERENCE – SECTION H

Clause(s) H.1 through H.7 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 address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

SECTION I – CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)
[Paragraph (b)(3) insert: https://oig.nasa.gov/hotline.html, Inspector General Hotline Posters may be obtained from NASA Office of Inspector General, Code W, Washington, DC 20546-0001]

I.11 FAR 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

I.12 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)

I.13 FAR 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

I.14 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)

I.15 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.16 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

I.17 FAR 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)

I.18 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)

I.19 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

I.20 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)

I.21 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

I.22 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

I.23 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

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

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

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

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

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

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

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

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

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

I.33 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

I.34 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)
(a)(3) fill-in "30th"

I.35 FAR 52.216-8 FIXED FEE (JUN 2011)

I.36 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)

I.37 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2017) -ALTERNATE II (NOV 2016)

I.38 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999)

I.39 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

I.40 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.41 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
(a) The use of overtime is authorized under this contract if the overtime premium does not exceed $**TBP** or the overtime premium is paid for work—

I.42 FAR 52.222-3 CONVICT LABOR (JUN 2003)

I.43 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME

COMPENSATION (MAY 2014)

I.44 FAR 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS (MAY 2014)

I.45 FAR 52.222-19 CHILD LABOR—COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)

I.46 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

I.47 FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

I.48 FAR 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)

I.49 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

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

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

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

(End of clause)

I.50 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

I.51 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

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

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

(End of clause)

I.52 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.53 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)

I.54 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

I.55 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)

I.56 FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)

I.57 FAR 52.222-59 COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

I.58 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)

I.59 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)

I.60 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)--ALTERNATE I (JUL 1995)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined by paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material **(To Be Proposed)** (If none, insert NONE)

.....

.....

.....

Identification No.

.....

.....

.....

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered non-responsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate, and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS must be placed in a weather resistant envelope.

(End of Clause)

I.61 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) – ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)

I.62 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.63 FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

I.64 FAR 52.223-12 MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (JUN 2016)

I.65 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

I.66 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)

I.67 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

I.68 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)

I.69 FAR 52.225-1 BUY AMERICAN - SUPPLIES (MAY 2014)

I.70 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.71 FAR 52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000)

I.72 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.73 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.74 FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)—ALTERNATE II (DEC 2007) AND ALTERNATE III (DEC 2007) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-14 (APR 2015)

(a) Definitions. As used in this clause—

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

"Computer software"—

(1) Means

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

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

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

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

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

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

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

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

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

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

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

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

(b) Allocation of rights.

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

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

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

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

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

(2) The Contractor shall have the right to—

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

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

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright—

(1) Data first produced in the performance of 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.

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

GOVERNMENT RIGHTS NOTICE

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

(End of Notice)

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

(i) Identifies the data; and

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

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

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

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

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

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

(4)(i) The Contractor agrees not to assert claim to copyright, publish or release to others any computer software first produced in the performance of this contract unless the Contracting Officer authorizes through a contract modification.

(ii) The prohibition on "release to others", as set forth in (d)(4)(i), does not prohibit release to another Federal Agency for its use or its contractors' use, as long as any such release is consistent with any restrictive markings on the software. Any restrictive markings on the software shall take precedence over the aforementioned release. Any release to a Federal Agency shall limit use to the Federal Agency or its contractors for Government purposes only. Any other release shall require the Contracting Officer's prior written permission.

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

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.

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

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

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

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

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

(f) Omitted or incorrect markings.

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

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

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

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

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

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

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

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

(ii) Correct any incorrect notices.

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

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

(i) Identify the data being withheld; and

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

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

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

Limited Rights Notice (Dec 2007)

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

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

(ii) Evaluation by nongovernment evaluators.

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

(iv) Emergency repair or overhaul work.

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

(vi) or any other legitimate government use

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

(End of notice)

(4)(i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights

Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

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

(b) This computer software may be—

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

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

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

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

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

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

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

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

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

(End of notice)

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

Restricted Rights Notice Short Form (Jun 1987)

Use, reproduction, or disclosure is subject to restrictions set forth in Contract No. _____ (and subcontract, if appropriate) with _____ (name of Contractor and subcontractor).

(End of notice)

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

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to

accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

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

(End of clause)

I.75 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007) – AS MODIFIED BY NFS 1852.227-17 (JUL 1997)

I.76 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages **TBP**, 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 **TBP**, upon which this contract is based.

(End of clause)

I.77 FAR 52.227-11 PATENT RIGHTS—OWNERSHIP BY CONTRACTOR (MAY 2014) AS MODIFIED BY NASA FAR SUPPLEMENT 1852.227-11 (APR 2015)

I.78 FAR 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996)

I.79 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2015)

I.80 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

I.81 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.82 FAR 52.232-17 INTEREST (MAY 2014)

I.83 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.84 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

I.85 FAR 52.232-25 PROMPT PAYMENT (JAN 2017) – ALTERNATE I (FEB 2002)

I.86 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

I.87 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

I.88 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

I.89 FAR 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)

I.90 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)

I.91 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.92 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

I.93 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.94 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

I.95 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

I.96 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

I.97 FAR 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)

I.98 FAR 52.242-13 BANKRUPTCY (JUL 1995)

I.99 FAR 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)

I.100 FAR 52.244-2 SUBCONTRACTS (OCT 2010)

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: None

I.101 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.102 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)

I.103 FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)

I.104 FAR 52.245-9 USE AND CHARGES (APR 2012)

I.105 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

I.106 FAR 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

(a) Transportation is for the NASA GSFC Wallops Flight Facility 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.

(b) Transportation is for the NASA GSFC Wallops Flight Facility 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. **TBD**. This may be confirmed by contacting the Contracting Officer, Code 210.W, Wallops Island, VA.

I.107 FAR 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

I.108 FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

I.109 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

I.110 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

I.111 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

I.112 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

I.113 FAR 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991)

I.114 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.115 FAR 52.204-1 APPROVAL OF CONTRACT (52.204-1) (DEC 1989)

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

(End of clause)

I.116 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

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

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

I.117 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders, or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during the effective ordering period established in Clause F.3 of this contract.

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

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

(End of clause)

I.118 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $10,000,000;

(2) Any order for a combination of items in excess of $20,000,000; or

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

(c) If this is a requirements contract (*i.e.,* includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 6 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.119 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum." (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be

required to make any deliveries under this contract after one year beyond the end of the contract's effective ordering period.

(End of clause)

I.120 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

EMPLOYEE CLASS	MONETARY WAGE-FRINGE BENEFITS	
LABOR CATEGORIES **General Schedule (GS) Positions**	**HOURLY RATES***	**GRADE/STEP**
1. Accounting Clerk I	$12.53	GS-3/1
2. Reserved	Reserved	Reserved
3. Administrative Assistant	$19.49	GS-7/1
4. Computer Operator III	$17.54	GS-6/1
5. Computer Systems Analyst III	$34.58	GS-12/1
6. Electronics Technician Maintenance I	$19.65	WG-8/1
7. Electronics Technician Maintenance II	$20.68	WG-9/1
8. Electronics Technician Maintenance III	$21.76	WG-10/1
9. Engineering Technician III	$15.74	GS-5/1
10. Photographer IV	$23.85	GS-9/1
11. Photographer V	$28.85	GS-11/1
12. Machinery Maintenance Mechanic	$21.76	WG-10/1
13. Telecommunications Mechanic I	$21.76	WG-10/1
14. Telecommunications Mechanic II	$22.84	WG-11/1
15. Warehouse Specialist	$16.72	WG-5/1

* Fringes are as follows:

1. Holidays: New Year's Day, Martin Luther King's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and Inauguration Day (when applicable).

2. Annual Leave:

Annual Leave Accrual Rates			
Employee Type	**Less than 3 years of service ***	**3 years but less than 15 years of service ***	**15 or more years of service ***
Full-time employees	½ day (4 hours) for each pay period	¾ day (6 hours) for each pay period, except 1¼ day (10 hours) in	1 day (8 hours) for each pay period

Annual Leave Accrual Rates			
Employee Type	**Less than 3 years of service ***	**3 years but less than 15 years of service ***	**15 or more years of service ***
		last pay period	
Part-time employees	1 hour for each 20 hours in a pay status	1 hour for each 13 hours in a pay status	1 hour for each 10 hours in a pay status

3. Sick leave:

Sick Leave Accrual	
Description	**Time**
Full-time employees	1/2 day (4 hours) for each biweekly pay period
Part-time employees	1 hour for each 20 hours in a pay status

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

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

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

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

(End of clause)

I.121 FAR 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)

(a) *Wage statement.* In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

(1) The Fair Labor Standards Act.

(2) 40 U.S.C. chapter 31, subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) 41 U.S.C. chapter 67, Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) *Content of wage statement.* (1) The wage statement shall be issued every pay period and contain—

(i) The total number of hours worked in the pay period;

(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (e.g., hourly rate, piece rate);

(iv) The gross pay; and

(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

(c) *Substantially similar laws.* A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at *www.dol.gov/fairpayandsafeworkplaces*.

(d) *Independent contractor.* (1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) *Notices*—(1) *Language.* Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) *Electronic notice.* If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed $500,000, at all tiers, for other than commercially available off-the-shelf items.

(End of clause)

I.122 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall—

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to the Contracting Officer or designee.

(End of clause)

I.123 FAR 52.223-11 OZONE-DEPLETING SUBSTANCES (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (*http://www.epa.gov/snap/*).

Hydrofluorocarbons means compounds that only contain hydrogen, fluorine, and carbon.

Ozone-depleting substance means any substance the Environmental Protection Agency designates in 40 CFR part 82 as—

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products that contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR part 82, subpart E, as follows:

Warning: Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

(c) *Reporting.* For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—

(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—

(i) Type of hydrofluorocarbon (*e.g.,* HFC-134a, HFC-125, R-410A, R-404A, etc.);

(ii) Contract number; and

(iii) Equipment/appliance;

(2) Report that information to the Contracting Officer for FY16 and to *www.sam.gov,* for FY17 and after—

(i) Annually by November 30 of each year during contract performance; and

(ii) At the end of contract performance.

(d) The Contractor shall refer to EPA's SNAP program (available at *http://www.epa.gov/snap*) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at *http://www.epa.gov/snap.*

(End of clause)

I.124 FAR 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

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

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

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

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

(c) Contractors shall submit the above referenced transportation documents to—

NASA/Goddard Space Flight Center
Wallops Flight Facility

Code 210.W/Attn: TBD
Wallops Island, VA 23337

(End of clause)

I.125 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

For Federal Acquisition Regulation (FAR) clauses, see

https://www.acquisition.gov/?q=browsefar

For NASA FAR Supplement (NFS) clauses, see

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

(End of clause)

I.126 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

I.127 NFS 1852.203-71 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (AUG 2014)

I.128 NFS 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (JAN 2011)

I.129 NFS 1852.216-89 ASSIGNMENT AND RELEASE FORMS (AUG 2016)

I.130 NFS 1852.219-75 INDIVIDUAL SUBCONTRACTING REPORTS (APR 2015)

I.131 NFS 1852.219-77 NASA MENTOR-PROTEGE PROGRAM (APR 2015)

I.132 NFS 1852.219-79 MENTOR REQUIREMENTS AND EVALUATION (APR 2015)

I.133 NFS 1852.223-74 DRUG-AND ALCOHOL-FREE WORKFORCE (NOV 2015)

I.134 NFS 1852.227-88 GOVERNMENT-FURNISHED COMPUTER SOFTWARE AND RELATED TECHNICAL DATA (APR 2015)

I.135 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE (OCT 1988)

I.136 NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES (DEC 1988)

I.137 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUN 2005)

I.138 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUN 2005)

I.139 NFS 1852.242-78 EMERGENCY MEDICAL SERVICES AND EVACUATION (APRIL 2001)

I.140 NFS 1852.243-71 SHARED SAVINGS (MAR 1997)

I.141 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

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

(End of Clause)

I.142 NFS 1852.216-80 TASK ORDERING PROCEDURE (OCT 1996)

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

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

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

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

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

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

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

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

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

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

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

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

(e) The Contractor shall provide acknowledgement of receipt to the Contracting Officer within 3 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

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

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

(End of clause)

I.143 NFS 1852.225-71 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (FEB 2012) (DEVIATION)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of clause)

I.144 NFS 1852.239-74 INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (APR 2016) (DEVIATION)

(a) Definitions, as used in this clause.
"Acquire" means to procure with appropriated funds by and for the use of NASA through purchase or lease.
"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control,

display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. However, IT systems do not include—

- Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
- Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency;
- Imbedded IT that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation are not considered IT systems;
- Services in support of IT systems, such as help desk services; or
- Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) NASA HQ OCIO IT Security Division will review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems. The OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, ''Standards for Security Categorization of Federal Information and Information Systems'' to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system, or component thereof, to be provided in performance of the contract:

(1) A brief description of the item(s).
(2) The vendor/manufacturer's company name and address.
(3) If known, the manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section to the NASA HQ OCIO IT Security Division, who will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of the proposed system is in the national interest. NASA shall reject any IT system the NASA HQ OCIO IT Security Division deems to be high impact or moderate impact unless the HQ OCIO determines the acquisition is in the national interest of the United States. NASA reserves the right to make this decision, without providing any detailed explanation to the Contractor. The CO will advise the Contractor when any IT system, or components thereof, to be provided in performance of the contract represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any IT system, or components thereof.

(End of clause)

I.145 NFS 1852.215-84 OMBUDSMAN (NOV 2011) – ALTERNATE I (JUNE 2000)

(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, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

I.146 NFS 1852.235-70 CENTER FOR AEROSPACE INFORMATION (DEC 2006)

I.147 NFS 1852.236-73 HURRICANE PLAN (DEC 1988)

I.148 FAR 52.227-16 ADDITIONAL REQUIREMENTS (JUN 1987)

I.149 FAR 52.223-20 AEROSOLS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at *http://www.epa.gov/snap/*).

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, or emissions of high global warming potential hydrofluorocarbons, when feasible, from aerosol propellants or solvents under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

(1) In-use emission rates, energy efficiency;

(2) Safety, such as flammability or toxicity;

(3) Ability to meet technical performance requirements; and

(4) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at *http://www.epa.gov/snap/.*

(End of clause)

I.150 FAR 52.223-21 FOAMS (JUN 2016)

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

Global warming potential means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon dioxide's global warming potential is defined as 1.0.

High global warming potential hydrofluorocarbons means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at *http://www.epa.gov/snap/.*

Hydrofluorocarbons means compounds that contain only hydrogen, fluorine, and carbon.

(b) Unless otherwise specified in the contract, the Contractor shall reduce its use, release, and emissions of high global warming potential hydrofluorocarbons and refrigerant blends containing hydrofluorocarbons, when feasible, from foam blowing agents, under this contract. When determining feasibility of using a particular alternative, the Contractor shall consider environmental, technical, and economic factors such as—

(1) In-use emission rates, energy efficiency, and safety;

(2) Ability to meet performance requirements; and

(3) Commercial availability at a reasonable cost.

(c) The Contractor shall refer to EPA's SNAP program to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at *http://www.epa.gov/snap/.*

(End of clause)

I.151 RESERVED

I.152 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

I.153 FAR 52.224-2 PRIVACY ACT (APR 1984)

I.154 FAR 52.223-16 ACQUISITION OF EPEAT® -REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)

I.155 FAR 52.210-1 MARKET RESEARCH (APR 2011)

I.156 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

I.157 FAR 52.232-1 PAYMENTS (APR 1984)

I.158 FAR 52.243-7 NOTIFICATION OF CHANGES

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 10 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

(d) *Government response.* The Contracting Officer shall promptly, within 14 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

I.159 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

I.160 CLAUSES INCORPORATED BY REFERENCE – SECTION I

Clause(s) I.1 through I.48, I.50, I.52 through I.59, I.61 through I.73, I.75, I.77 through I.114, I.127 through I.140, I.146 through I.148, and I.152 through I.159 in 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 address contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

(End of text)

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

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

Attachment	Description	Date	No. of Pages (including the cover page)
A	Statement of Work	March 31, 2017	69
B	Program Management Plan (PMP)	TBP	TBP
C	Direct Labor Rates, Indirect Rates and Fee/Profit Matrices	March 2015	TBP
D	Installation-Accountable Government Property List	March 14, 2017	92
E	Safety and Health Plan	TBP	TBP
F	Small Business Subcontracting Plan	TBP	TBP
G	Information Technology (IT) Security Management Plan	TBS within 30 Days of the Contract Effective Date	TBS
H	Financial Management Reporting Requirements	June 2014	4
I	Department of Labor Wage Determinations (WD) No.: 1. 2005-2095, Rev 17 2. CBA-2017-9808 3. CBA-2017-9842 4. CBA-2017-9865	Jan 5, 2016 April 3, 2017 April 3, 2017 April 12, 2017	10 pages 32 pages 33 pages 36 pages
J	Quality Assurance Plan	TBS within 60 Days of the Contract Effective Date	TBP
K	DD Form 254, Contract Security Classification Specification	December 1999	3
L	Organizational Conflicts of Interest Avoidance Plan	TBS Within 30 Days of Contract Effective Date	TBS
M	Contract Historical Data	March 2015	3
N	Risk Management Plan (RMP)	TBP	TBP
O	IT Security Applicable Documents List	June 2016	15

P	Contractor Proposed Enhancements	TBD	TBP
Q	Personal Identity Verification (PIV) Card Issuance Procedures	February 2015	5
R	Government-Furnished Property List	March 14, 2017	18
S	Key Personnel and Qualifications	TBP	TBP

TBS = To Be Submitted
TBP = To Be Proposed

(End of clause)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 517919.

(2) The small business size standard is $32.5M.

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

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

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

[ ] (i) Paragraph (d) applies.

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

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

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

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

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

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

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

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

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

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

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

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

(ix) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

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

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

NOTE TO PARAGRAPH (C)(1)(XVI): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the

court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the FEDERAL REGISTER advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

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

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

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

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

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

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

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

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

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

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

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

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

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

_ (vii) 52.227-6, Royalty Information.

_ (A) Basic.

_ (B) Alternate I.

X (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through *https://www.acquisition.gov*. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	**Title**	**Date**	**Change**

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

(End of provision)

K.2 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than $10,000,000 means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via *https://www.acquisition.gov* (see 52.204-7).

(End of provision)

K.3 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

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

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

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

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

(3) Has not [ ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

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

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

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

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

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

(c) Check the appropriate box below:

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

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

Date of Disclosure Statement:

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

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

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

Date of Disclosure Statement:

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

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

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

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

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

expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

□ Yes □ No

(End of provision)

K.5 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

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

[ ] Yes [ ] No

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

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.6 NFS 1852.225-72 RESTRICTION ON FUNDING ACTIVITY WITH CHINA REPRESENTATION (FEB 2012) (DEVIATION)

(a) Definition –"China or "Chinese-owned" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.
(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 536, restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-development items are excepted from the prohibition as they constitute purchase of goods and services that would not involve participation, collaboration, or coordination between the parties.

(c) Representation. By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(End of provision)

K.7 NFS 1852.239-73 REVIEW OF THE OFFEROR'S INFORMATION TECHNOLOGY SYSTEMS SUPPLY CHAIN (APR 2016) (DEVIATION)

(a) Definitions, as used in this provision.
"Acquire" means to procure with appropriated funds by and for the use of NASA through purchase or lease.

"**Information Technology (IT) System"** means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
- Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency.
- Imbedded IT that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where IT is integral to its operation are not considered IT systems;
- Services in support of IT systems, such as help desk services; or
- Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) NASA's OCIO will review the supply chain risk of cyber-espionage or sabotage before the Agency acquires any high-impact or moderate-impact IT system. NASA's OCIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, ''Standards for Security Categorization of Federal Information and Information Systems'' to determine whether an IT system is high-impact or moderate-impact.

(c) The apparent successful offeror shall provide the following information for all IT systems offered:
(1) A brief description of the item(s).
(2) Vendor/manufacturer's company name and address.
(3) If known, manufacturer's web site, and the Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer (CO) will provide the information referenced in paragraph (c) of this section to the NASA OCIO. NASA shall reject any IT system that the OCIO deems to be a high-impact or moderate-impact, unless it is determined that the acquisition is in the national interest of the United States. NASA's OCIO reserves the right to make this decision, without any detailed explanation to the Offeror. The CO will advise the Offeror if any of its proposed IT systems are not approved and may provide the Offeror an opportunity to revise its proposal accordingly.

(End of provision)

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SECTION L PROVISIONS INCORPORATED BY REFERENCE

FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
FAR 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)
FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)
FAR 52.215-1 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2017)
FAR 52.215-22 LIMITATION OF PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACTORS EFFORT (OCT 2009)
FAR 52.222.24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
FAR 52.222-46 EVALUATIONS OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
FAR 52.237-1 SITE VISIT (APR 1984)
NFS 1852.223-73 SAFETY AND HEALTH PLAN (JUL 2015)
NFS 1852.227-71 REQUESTS FOR WAIVER OF RIGHTS TO INVENTIONS (APR 2015)
NFS 1852.227-84 PATENT RIGHTS CLAUSES (APR 2015)
NFS 1852.233-70 PROTEST TO NASA (DEC 2015)

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract capable of issuing Cost Plus Fixed Fee and Firm Fixed Price task orders from this solicitation.

(End of provision)

L.3 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

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

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

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

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

(c) The certification shall state that—

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

(2) After having conducted due diligence, either—

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

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

(End of provision)

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

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

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

Prominently mark the envelope or package as follows:

Protest: Solicitation Number RFP NNG17611358R
Attn: Bruce Tsai
NASA/GSFC Mail Code: 210
Contracting Officer Phone: (240) 684-0428

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

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

Federal Acquisition Regulation (FAR) provisions:

https://www.acquisition.gov/?q=browsefar

NASA FAR Supplement (NFS) provisions:

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

(End of provision)

L.6 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (*DEVIATION*) after the date of the provision.

(b) The use in this solicitation of any NASA FAR Supplement (48 CFR Chapter 18) provision with an authorized deviation is indicated by the addition of (*DEVIATION*) after the name of the regulation.

(End of provision)

L.7 NFS 1852.231-71 DETERMINATION OF COMPENSATION REASONABLENESS (APR 2015)

(a) The proposal shall include a Total Compensation Plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan shall also include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional employees shall be highlighted. The requirements of the plan may be combined with that required by the clause at FAR CFR 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 for those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.

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

(End of provision)

L.8 NFS 1852.245-80 GOVERNMENT PROPERTY MANAGEMENT INFORMATION (JAN 2011)

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

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

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

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

responsible Government Contracting Officer. The offeror shall provide proof that such use was authorized by the responsible Contracting Officer.

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

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

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

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

(h) Existing Government property may be reviewed at https://elibrary.gsfc.nasa.gov/

(End of provision)

L.9 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (JAN 2011)

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

See Attachment D and Attachment R

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

N/A

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

(End of provision)

L.10 GSFC 52.215-200 COMMUNICATIONS REGARDING THIS SOLICITATION (JAN 2014)

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

Name: Bruce Tsai

Phone: 240-684-0428 (collect calls not accepted)

FAX: N/A

E-Mail: Bruce.B.Tsai@nasa.gov

*Address:
Goddard Space Flight Center
8800 Greenbelt Road
Greenbelt, MD 20771
Attention: Bruce Tsai, *Mail Code 210

*(Note: Must be complete, including Mail Code, on all transmittals.)

The Government will answer relevant and appropriate questions regarding this solicitation. All Offeror questions should be submitted as soon as possible.

(End of provision)

L.11 GSFC 52.215-201 PROPOSAL PREPARATION—GENERAL INSTRUCTIONS. (APR 2016)

It is NASA's intent, by providing the instructions set forth below, to solicit information that will demonstrate the Offeror's competence to successfully complete the requirements specified in the Statement of Work (SOW), Attachment A and Representative Task Orders, Enclosures 3-5. Generally, the proposal should:

- Demonstrate understanding of the overall and specific requirements of the proposed contract.
- Convey the company's capabilities for transforming understanding into accomplishment.
- Present in detail, the plans and methods for so doing.
- Present the costs associated with so doing.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions shall be identified and integrated into each part of the proposal, as appropriate.

As part of the Request for Proposal, the offer shall respond to how they would approach several Representative Task Orders (See L.14). THE OFFEROR IS NOT TO PERFORM ANY ACTUAL WORK **OR PRODUCE ANY DELIVERABLES** ON THE REPRESENTATIVE TASK ORDERS (RTOs) IN RESPONSE TO THE RFP!

(a) PROPOSAL FORMAT AND ORGANIZATION

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

Volume	Title	Copies
I	Offer Volume	Original plus 3 Hardcopies and two electronic copies
II	Mission Suitability Volume	Original plus 6 Hardcopies and two electronic copies
III	Cost Volume	Original plus 3 Hardcopies, one additional hardcopy for audit support purposes, and two electronic copies
IV	Past Performance Volume	Original plus 5 Hardcopies and two electronic copies

(2) Prime Offerors and proposed Significant Subcontractors for Cost Volume proposal purposes [Significant Subcontractors as defined in provision L.15 GSFC 52.215-222 Cost Volume Instructions. (SEPT 2016)] shall include one (1) additional separately packaged hardcopy of their Cost Volume proposal, marked "Enter correct RFP number/NASA Proposal Evaluation Material," which the Government may use for audit support purposes.

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

(4) The Offeror shall submit two electronic copies of the Offeror's (Prime and proposed Significant Subcontractors) proposal, designating one as "back-up." Each proposal volume shall be submitted in a single searchable Adobe Portable Document Format (PDF) file (compatible with version Pro DC 2015 Release). For Cost volume exhibits required to be submitted in Microsoft Office Excel format (described below), spreadsheets shall also be converted to PDF, in the most readable manner practicable, and submitted as part of a single PDF file for Volume III. For Volumes I-IV, the structure and content of the PDF files shall match the structure and content of the hardcopy proposal and be appropriately bookmarked. In the event of any inconsistency between data provided on electronic media and hardcopies, the hardcopy data will be considered to be correct.

In addition to the PDF files described above, the Cost Volume exhibits shall also be provided in Excel format (compatible with Excel 2010). While the RFP provides these exhibits in PDF format, instructions for converting from PDF format to Excel can be found in the Cost Volume Instructions provision. Offerors shall submit all exhibits in Excel and the exhibits shall contain all formulas.

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

(5) The format for each proposal volume shall parallel, to the greatest extent possible, the format of the evaluation factors and subfactors contained in Section L of this solicitation. The proposal content shall provide a basis for evaluation against the requirements of the solicitation. Each volume of the proposal shall specify the relevant evaluation criteria being addressed, if appropriate. The proposal shall include a matrix showing where in the proposal the technical requirements of the SOW and the evaluation criteria of this RFP are satisfied (i.e. SOW element versus Offeror's proposal page numbers). It is intended that

this be a simple matrix that should in no way inhibit an innovative approach or burden the Offeror. This proposal matrix is excluded from the page limitations contained in paragraph (b)(1) below.

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

(b) PROPOSAL CONTENT AND PAGE LIMITATIONS

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

(2)

Proposal Component	Volume	Reference	Page Limitations
Offer Volume	**I**	**L.12**	**None**
Mission Suitability Volume	**II**	**L.14**	**Mixed**
Mission Suitability Proposal			**75 Pages Total**
Cover Page, Indices, Statement of Work (SOW) Compliance Matrix, Program Management Plan (PMP), Risk Management Plan (RMP), Phase-in Plan, Key Personnel / Qualifications, Total Compensation Plan, Safety and Health Plan, and Small Business Utilization Subfactor			**Excluded**
Cost Volume	**III**	**L.15**	**Mixed**
(a) Direct Labor Rates, Indirect Rates, and Fee Matrices (Attachment C)			**None**
(b) Cost Exhibits			**None***
(c) Basis of Estimates for Representative Task Orders (RTOs)			**2 Pages per WBS Level 3 or next lowest WBS Level****
Past Performance Volume	**IV**	**L.16**	**Mixed**
(a) Information from the Offeror			**20 Pages****
(b) Cover Page, Indices, List of those sent Past Performance Questionnaires, Small Business Subcontracting Plan History, Customer Evaluations, Termination/Descope information, and List of Acronyms			**Excluded**

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

(2) When page limitations apply to a volume or specific section, a page is defined as one side of a sheet, 8-1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type Times New Roman font. Line spacing or the amount of vertical space between lines of text shall not be less than single line (Microsoft Office Word's default line spacing). Character spacing shall be "Normal", not "Expanded" or "Condensed." The margins may contain headers and

footers, but shall not contain any proposal content to be evaluated. Foldouts count as an equivalent number of 8-1/2" x 11" pages. The metric standard format most closely approximating the described standard 8-1/2" x 11" size may also be used. The excel exhibits provided are formatted using 9-12 point type Arial font.

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

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

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

(5) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror in accordance with NFS 1815.204-70(b).

(End of provision)

L.12 GSFC 52.215-203 OFFER VOLUME (MAR 2017)

This must be a separate volume.

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

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

(1) It is requested that Offerors indicate, in Block 12 of the SF 33, a proposal validity period of at least 210 days. However, in accordance with paragraph (d) of FAR provision 52.215-1, "Instructions to Offerors--Competitive Acquisitions," a different validity period may be proposed by the Offeror.

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

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

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

(b) *SUMMARY OF EXCEPTIONS*

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

Offerors are cautioned that exceptions or new terms, conditions, or clauses may result in a determination of proposal unacceptability (NFS 1815.305-70), may preclude award to an Offeror if award is made without discussions, or may otherwise affect an Offeror's competitive standing.

(c) *ADDITIONAL INFORMATION TO BE FURNISHED*

(1) Business Systems

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

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

FAR 16.301-3 requires that a contractor's accounting system be adequate for determining costs applicable to the contract prior to the award of a cost-reimbursement contract. The Offeror shall provide evidence of an adequate accounting system as determined by the cognizant administrative office for accumulating and reporting incurred costs. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert such an intended reliance for the performance of this contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy in this proposal volume. An adequate accounting system is not an evaluation criterion. It is a basic contract requirement with a pass/fail determination. A contract may only be awarded to the Offeror(s) who are determined to have an adequate accounting system.

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

(2) Contract Administration

Furnish the information listed below:

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

b. Cognizant Government inspection agency with mailing address, email address, telephone number, and fax number.

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

(3) Responsibility Information

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

(4) Taxpayer Identification Number

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

(5) Government Property

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

(6) Waiver of Rights to Inventions

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

(7) Subcontractor Listing

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

(8) Cost Accounting Standards

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

(9) Contract Security Classification

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

(10) Organizational Conflicts of Interest

In accordance with the NFS clause 1852.237-72, Access of Sensitive Information, included in this order and NFS 1837.203-70, Providing Contractors Access to Sensitive Information, Offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. Within 30 days after the contract effective date, the successful contractor shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Avoidance Plan, which will be incorporated into the contract under Clause J.1 as **Attachment L**. This comprehensive plan shall incorporate any previous studies performed; thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information; and establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer will review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan into the contract as a compliance document.

(11) Information Technology (IT) Security Management Plan

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

(End of Provision)

L.13 GSFC 52.215-205 PROPOSAL MARKING AND DELIVERY. (SEPT 2014)

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

(a) External Marking of Proposal Package(s)

All proposal packages must be closed and sealed.

The proposal package must include the offeror's name and return mailing address.

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

"Goddard Space Flight Center
Greenbelt, MD 20771
Building 35 — Shipping and Receiving Dock
Solicitation Number NNG17611358R
Attn: Bruce Tsai
Building 26, Room 050

PROPOSAL--DELIVER UNOPENED"

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

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

(b) Designated Receiving Office

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

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

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

(c) Methods of Proposal Delivery

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

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

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

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

(End of provision)

L.14 GSFC 52.215-210 MISSION SUITABILITY VOLUME INSTRUCTIONS (COMPETITIVE). (AUG 2016)

Contents of Mission Suitability Volume Instructions

(a) General Instructions
(b) Mission Suitability Volume Format

(c) Mission Suitability Instructions by Subfactor

(a) General Instructions

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

Although the Government does not encourage/discourage enhancements to the contract's technical performance documents (e.g. Statement of Work, Specification, etc.), offerors may choose to propose performance enhancements. In order for the Government to consider a proposed enhancement's value, the offeror must clearly define the enhancement(s) in Contract **Attachment P**, "Contractor Proposed Enhancements," in performance work statement (PWS) language in accordance with the PWS instructions in **Attachment P**. In addition, the offeror must describe the associated benefit(s) of the proposed enhancement(s) in their Mission Suitability Volume under the applicable Mission Suitability subfactor(s). The offeror shall include Contract **Attachment P** as part of the model contract in the Contract Volume of their proposal. The offeror may receive credit for the proposed enhancement(s) only to the extent of its description in **Attachment P**, and the associated benefits explained in its Mission Suitability Volume. Inconsistent statements about any enhancement(s) in an offeror's proposal may result in a neutral or negative evaluation by the Government. Any enhancement(s) may result in a positive, neutral, or negative evaluation in spite of the Governments right to waive an enhancement(s) during contract performance in accordance with the GSFC 52.211-100, "Contractor Proposed Enhancements," clause in Section H of the contract. If the successful offer does not include any proposed enhancements, GSFC clause 52.211-100 and **Attachment P** will be removed from the resultant contract. However, the proposed enhancements will not be used to adjust the Offeror's cost proposal in the Cost Factor.

(b) Mission Suitability Volume Format

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

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

The Work Breakdown Structure (WBS) contained in Attachment A, Statement of Work of this solicitation shall be used to structure the Mission Suitability Volume for each of the subfactors. This solicitation contains NASA FAR Supplement clause 1852.242-73, "NASA Contractor Financial Management Reporting." For the purpose of NF 533 reporting under the actual contract, offerors may propose a different WBS more tailored to the way the work is to be performed or to the offeror's management or reporting systems for consideration by the Government. However, the Mission Suitability Volume and the Cost Volume must follow the provided WBS.

(c) Mission Suitability Instructions by Subfactor

Subfactor A – Technical Approach

The offeror's technical approach shall demonstrate an understanding of the requirements and describe the techniques and procedures that will be used to satisfy the requirements in a timely, innovative, and cost effective manner. The technical approach shall address the following critical elements of the Statement of

Work (SOW) in enough detail to clearly and fully demonstrate that the offeror understands the requirements and the inherent problems associated with the objectives of this procurement: SOW Section 3.2, Mission Preparation Products and Reviews; SOW Section 4, Integrated Range Services Management; SOW Section 5, Range Services; and SOW Section 15, Ground Operations.

The offeror shall identify its approach and proposed solutions for the following technical challenges at the Wallops Range: range hardware and software systems obsolescence; severely limited budgets to meet ever increasing maintenance and sustainment initiatives; and operations workload and requirements complexity. The offeror shall describe solutions which identify responsiveness to customer requirements and an ability to implement technical solutions for the overall safety and success of missions at the Wallops Range.

To address SOW Section 3.2, Mission Preparation Products and Reviews; and SOW Section 4, Integrated Range Services Management, the offeror shall define its approach to requirements management, including implementation staffing and solutions, testing, issues, risks, and operations schedules and how all of these integrate into a quality management approach.

To address SOW Section 5, Range Services, the offeror shall demonstrate an understanding of the activities necessary to meet the objectives of the SOW, and how the activities and objectives are dependent on an effective instrumentation systems maintenance and sustainment program. The offeror shall demonstrate a clear understanding of the traditional roles of operational and engineering organizations or work units and the types of relationships that would allow successful collaboration between the two. The offeror shall address support requirements, i.e., personnel, travel, instrumentation systems, management, risk assessment, and contingency planning germane to the mission and maintenance and sustaining activities required. The offeror shall address all operations and maintenance activities from initiation to closeout. The offeror shall describe the management, coordination, and operations approaches necessary to support the requirements.

To address SOW Section 15, Ground Operations, the offeror shall demonstrate an understanding of the activities necessary to meet the objectives of the SOW. The offeror shall address its approach to ground operations management including implementation staffing and solutions, testing, issues, risks, and operations schedules and how all of these integrate. The offeror shall describe its approach for training and maintaining ground operations services with increasing aerospace vehicle activities and missions at Wallops Range. The offeror's proposal shall also address how it intends to maintain and sustain the Wallops Range Ground Operations systems, equipment, and services to meet requirements and ensure safe and reliable services.

The offeror shall describe any new or innovative methods, techniques or technologies and fully explain how they impact the performance of the SOW under the proposed contract. Efficiencies should be quantified where possible. However, the proposed efficiencies will not be used to adjust the Offeror's cost proposal in the Cost Factor. The proposed approach shall also include a discussion of the personnel categories proposed under the contract and how the labor skill and mix will be employed to accomplish the work in an effective and efficient manner. All discussions must be clear and concise and refer to the appropriate SOW activity.

The offeror shall provide written task plans addressing each representative task included as **Enclosures 3, 4,** and **5**. In accordance with RTO requirements and with the Task Ordering Procedure clause in Section H of this solicitation, each task plan shall identify the technical approach, labor categories, projected hours, Government interface, the flow of activities from start to completion (including time line), and any other information required to determine the adequacy and reasonableness of the offeror's plan. The plan must be specific, detailed, and complete to demonstrate a clear and full understanding of the objectives; potential technical problems, risks, and critical issues; and possible problem mitigation/resolution. Any assumptions made in preparing a response to these representative tasks orders must be clearly stated.

Subfactor B – Management Approach

The offeror shall provide a comprehensive Program Management Plan (PMP) that, following Government approval, will be incorporated into the Contract as Attachment B, as noted in Clause J.1. The offeror's PMP shall describe its overall program management approach, including discussion of processes, standards, policies, and key management information systems to ensure delivery of services and products in accordance with the requirements. The PMP shall describe an approach to integrating additional task orders and managing risks. The PMP shall provide an approach to implementing fluctuating and competing program requirements and mission sets. The PMP shall describe the proposed interrelationships of technical management, business management, and subcontract management. All interfaces with NASA personnel must be clearly delineated. The PMP shall identify any current company quality certifications that are applicable to the requirements and clearly define how these technical certifications will add benefit in any manner, with relevant examples. The PMP shall define the Program Manager's interfaces with corporate management, Government management, and local management support staff.

The offeror shall provide a comprehensive Risk Management Plan (RMP) that, following Government approval, will be incorporated into the Contract as Attachment N, as noted in Clause J.1. The offeror's RMP shall identify the most significant risks, risk management techniques, and risk mitigations associated with range operations at Wallops Flight Facility and locations worldwide. General areas of possible risk that are of concern to NASA are technical, schedule, cost, security (including personnel, information technology), export control and environmental risks. The identification of risks is the responsibility of the offeror. The offeror's discussion of a risk factor shall provide the offeror's approach to managing the risk--the probability of the risk, impact and severity, time frame, and risk acceptance or mitigation.

The offeror shall provide a detailed phase-in plan that addresses, at a minimum, the offeror's approach to phase-in sufficient to ensure continuity and a smooth transition with the incumbent Contractor during the 60-day phase-in period. The phase-in plan shall clearly demonstrate an ability to assume full contract responsibility on the effective date of the contract. The phase-in plan shall also specifically address how ongoing work will be maintained, the proposed management organization, schedule, orientation and training of personnel. If the effort involves onsite performance, the offeror shall address their preparation for the timely processing of the Personal Identify Verification (PIV) requirements. If the phase-in plan assumes any dependency upon the incumbent contractor, please identify. Also, specify the extent of involvement of NASA personnel during this period. The 60-day phase-in period will be accomplished through the issuance of a separate Firm Fixed Price contract.

The offeror shall provide a complete staffing plan that shows how it will fill the staff requirements. The staffing plan shall describe how the offeror intends to staff this effort and how the approach will allow the offeror to meet the requirements of this contract. The staffing plan shall include a comprehensive hiring plan which presents the expected number of personnel to be hired from incumbents, those to be transferred from within the offeror's own organization, and those from other sources. Describe what effort will be undertaken to recruit staff not currently in the company employ. Additionally, please provide a backup plan that describes the approach you would take if your primary staffing approach was not successful.

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

> Classify all labor categories proposed as "exempt" or "non-exempt" positions. Briefly define the terms "exempt" and "non-exempt" as used by your organization and correlate your definition with that provided for in the Code of Federal Regulations.
>
> Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
>
> In accordance with the **Exhibits 13A** and **13B** "Fringe Benefit Chart", the offeror and all service subcontractors (as defined in paragraph (d) of NFS provision 1852.231-71) shall provide a

detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit. Two exhibits shall be submitted, one containing the average of fringe benefit information for all the exempt labor categories and one containing the average of fringe benefit information for all the non-exempt labor categories. (The Mission Suitability Volume must not include **Exhibits 13A** and **13B** but should reference where the information appears in the Cost Volume.)

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

The offeror shall provide Key Personnel and Qualifications that, following Government approval, will be incorporated into the Contract as Attachment S, as noted in Clause J.1. The offeror shall describe the 4 most important positions to meet the requirements of the contract. The descriptions shall include the rationale for identifying these positions as key personnel. The descriptions shall also include a list of the qualifications associated with each position. The list shall include the position title, to which the position reports, summary of duties and responsibilities, and minimum education and minimum experience qualifications required for the position.

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

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

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

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

The offeror's plan shall address their approach to handling the hazardous materials identified in Section I, "Hazardous Material Identification and Material Safety Data" (FAR 52.223-3--Alternate I), if applicable.

Subfactor C – Small Business Utilization (SBU)

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

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

(a) Small Business Subcontracting Plan

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

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

Small Businesses (SB)	23.0%
Small Disadvantaged Business Concerns (SDB)	5.0%
Women-Owned Small Business Concerns (WOSB)	3.5%
Historically Black Colleges and Universities (HBCU)	0.5%
HUBZone Small Business Concerns (HBZ)	0.5%
Veteran-Owned Small Business Concerns (VOSB)	2.5%
Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB)	0.5%

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

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

(5) The Plan that the offeror submits with its proposal shall be incorporated in Section J as **Attachment F** in the resulting contract. The requirements in the Plan shall flow down to first tier large business subcontracts expected to exceed $700,000 (or $1,500,000 for construction of a public facility). Although these first tier large business subcontractors are encouraged to meet or exceed the stated goals, NASA recognizes that the subcontracting opportunities available to these subcontractors may differ from the recommended goals in the solicitation based upon the nature of their respective performance requirements.

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

(7) In addition to submitting a Small Business Subcontracting Plan in accordance with the Section I, FAR clause 52.219-9 (Deviation)--Alternate II, offeror's shall complete **Exhibit 15** SMALL BUSINESS SUBCONTRACTING PLAN GOALS, which provide a breakdown of the offeror's proposed goals, by small business category, expressed in terms of both a percent of the IDIQ MAXIMUM ORDERING VALUE <u>and</u> a percent of TOTAL PLANNED SUBCONTRACTS. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

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

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

$50M.

	Column A	*Column B*	*Column C*
Category	**Percent IDIQ Maximum Ordering Value**	**Dollar Value**	**Percent of Subcontracting Value**
Small Business (SB) Concerns	25 percent	$25,000,000	50 percent
Other than Small Business Concerns	N/A	$25,000,000	50 percent
Total Dollars to be Subcontracted	N/A	$50,000,000	100 percent
The following small business subcategories do not necessarily add up to the percentage and dollar amount in the "Small Business Concerns" category above, since some small businesses do not fall into any of the subcategories below, while others will fall into more than one subcategory below.			
Small Disadvantaged Business (SBD) Concerns	5.5 percent	$5,500,000	11 percent
Women-Owned Small Business (WOSB) Concerns	9 percent	$9,000,000	18 percent
Historically Black Colleges and Universities (HBCU)/Minority Serving Institutions (MSI)	1.5 percent	$1,500,000	3 percent
HUBZone (HBZ) Small Business Concerns	1.5 percent	$1,500,000	3 percent
Veteran-Owned Small Business (VOSB) Concerns	2.5 percent	$2,500,000	5 percent
Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns	1.5 percent	$1,500,000	3 percent

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

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

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

(b) Commitment to the Small Business Program

(1) All offerors must briefly describe the work that small businesses will perform to meet the stated requirements. Proposals shall also identify any work to be subcontracted that is considered "High Technology." "High Technology" is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) If the subcontractor(s) is known, offerors shall describe the work that each subcontractor will perform and specify the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments). (Small Business offerors shall provide this information to the extent that subcontracting opportunities exist in their approach to performing the requirement.)

(3) All offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided shall include a brief description of established or planned procedures and organizational structure for Small Business outreach, assistance,

counseling, market research and Small Business identification, and relevant purchasing procedures. (For Other than Small Business offerors, this information shall conform to applicable portions of your submitted Small Business Subcontracting Plan. Small Business offerors shall provide this information to the extent subcontracting opportunities exist in their approach to performing the requirement.)

(4) The NASA Mentor-Protégé Program is designed to incentivize NASA large prime contractors to assist a Small Disadvantaged Business, a Women-Owned Small Business, a HUBZone Small Business, a Veteran-Owned or Service-Disabled Veteran-Owned Small Business, or Historically Black College and University/Minority Serving Institution in enhancing their capabilities to perform NASA contracts and subcontracts, foster the establishment of long-term business relationships between these entities and NASA large prime contractors, and increase the overall number of these entities that receive NASA contract and subcontract awards. Provide a description of the prime's planned participation in the NASA Mentor Protégé Program.

(End of provision)

L.15 GSFC 52.215-222 COST VOLUME INSTRUCTIONS. (SEPT 2016)

The Federal Acquisition Regulation (FAR) requires Contracting Officers to purchase supplies and services from responsible sources at fair and reasonable prices. It is expected that adequate price competition will be obtained under this solicitation so that submission of certified cost or pricing data is not required pursuant to FAR 52.215-20, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data--Alternate IV. The term "data other than certified cost or pricing data" is defined at FAR 2.101.

(a) Instructions

An important prerequisite for the award of the contract is the Prime Offerors must have an accounting system that has been determined adequate by the cognizant administrative office for accumulating and reporting incurred costs prior to contract award. If an Offeror is relying on the accounting system adequacy of a Joint Venture team member, sister company, or any other affiliated company's accounting system, they must specifically assert (in the submitted Offer Volume) such an intended reliance for the performance of the contract and must demonstrate a convincing basis for using that system as a source for determining their own adequacy.

While these proposals are not required to be cost certified, they are to be in sufficient detail to allow direct and indirect rate verification and audit of selected costs. The Cost Volume proposal should be prepared in a manner consistent with your current accounting system.

The contract resulting from this solicitation is potentially subject to Cost Accounting Standards (CAS) compliance, unless the Offeror qualifies for a CAS exemption. Offerors shall determine CAS applicability (full or modified CAS coverage) for its proposing business unit based on applicability criteria. If full CAS coverage applies to the Offeror and it has not submitted a Disclosure Statement that has been deemed adequate by its cognizant contract administration entity (typically DCMA), then a Disclosure Statement shall be prepared in support of the Offeror's proposal. While CAS Disclosure Statements are not evaluated by NASA, their evaluation must be coordinated between NASA and the cognizant contract administration entity; as such, the CAS Disclosure Statement shall be submitted to NASA with the proposal in the Offer Volume.

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

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

Final monetary extensions in the Cost Volume proposal should be expressed as the closest whole dollar amount, with cents omitted.

Duty charges, if any shall be included in the cost, regardless of whether or not duty free certificates are obtained

A "subcontract" is any contract, purchase order, material order, interorganizational transfer, etc. that is a direct cost to this acquisition. The Offeror shall provide sufficient detail to support and explain all costs proposed.

For purposes of the Cost Volume, significant subcontractors are established via the following calculation method: A significant subcontractor is defined as any subcontractor whose estimated value causes the cumulative percentage of subcontractor work (from lowest to highest percentage of work) to meet or exceed 20% of the total RTO estimated value. All values are inclusive of fee, but exclusive of any Phase-in.

Example 1:

Subcontractor Name	Individual Subcontractor Percentage of Work	Cumulative Subcontractor Percentage of Work
Subcontractor A	0.5%	0.5%
Subcontractor B	2.0%	2.5%
Subcontractor C	4.5%	7.0%
Subcontractor D	5.3%	12.3%
Subcontractor E	7.6%	19.9%
Subcontractor F	10.0%	29.9%
Subcontractor G	20.0%	49.9%

In the above Example 1, Subcontractors F and G would be deemed significant subcontractors.

Example 2:

Subcontractor Name	Individual Subcontractor Percentage of Work	Cumulative Subcontractor Percentage of Work
Subcontractor A	1.0%	1.0%
Subcontractor B	3.4%	4.4%
Subcontractor C	3.5%	7.9%
Subcontractor D	6.0%	13.9%
Subcontractor E	6.1%	20.0%
Subcontractor F	8.2%	28.2%
Subcontractor G	9.0%	37.2%

In the above Example 2, Subcontractors E, F, and G would be deemed significant subcontractors.

A proposed Significant Subcontractor shall complete and submit **Exhibits 2A, 2B, 3** through **14** and provide the same supporting information that is requested from the Prime Offeror. Prospective Significant Subcontractors may submit proprietary cost data, under separate cover, directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP. In addition, all prospective Non-Significant service subcontractors meeting the definition in paragraph (d) of NFS provision 1852.231-71, Determination of Compensation Reasonableness, shall complete and submit **Exhibits 13A** and **13B**, which should be included with the Prime Offeror's Cost Volume proposal. However, Non-Significant service subcontractors may submit **Exhibits 13A** and **13B**, if deemed proprietary cost data, under separate cover directly to the Government no later than the date and time specified in the instructions for receipt of proposals for this RFP.

The Cost Volume exhibits provided in the RFP are in Portable Document Format (PDF). Prior to completing the Cost Volume exhibits, Offerors shall convert the .PDF file to Microsoft Office Excel either using Adobe Acrobat DC or manually recreate each individual exhibit. (Note: Previous versions of Adobe Acrobat will not properly convert the PDF file to the Excel format.) To convert the exhibits using Adobe Acrobat DC use the following steps:

1) Open the Cost Volume exhibits .PDF file in Adobe Acrobat DC.
2) Click on the Export PDF tool in the right pane.
3) Choose spreadsheet as your export format, and then select Microsoft Excel Workbook.
    a. Under the "Save As XLSX Settings" window, ensure that following selections are made:
        i. Under Excel Workbook Settings ensure "Create Worksheet for each Page" is selected.
        ii. Under Numeric Settings ensure "Detect decimal and thousands separators using regional settings."
        iii. Under Text Recognition Settings ensure "Recognize text if needed" is selected.
            1. Ensure "English" is the selected language.
    b. Click "OK"
4) Click Export.
5) Name the Excel file and save it in a desired location.

Offerors, including proposed Significant Subcontractors, shall provide one separately packaged copy of their Cost Volume proposal marked "Enter correct RFP number/NASA Proposal Evaluation Material," which the Government may use for audit support purposes.

All pricing and estimating techniques shall be clearly explained in detail (projections, rates, ratios, percentages, factors, etc.) and shall support the proposed costs in such a manner that audit, computation, and verification can be accomplished. All past actuals shall show the periods of time and costs in detail when used as a basis for estimating the proposed costs.

In order to establish the reasonableness and realism of the proposed costs, and the extent to which costs reflect performance addressed in the Mission Suitability Volume proposal, each Offeror, including proposed Significant Subcontractors and Non-Significant Subcontractors, shall submit the required other than certified cost or pricing data (exhibits and supporting narrative) set forth in this provision. These data requirements differ by Prime Offeror, Significant Subcontractors, and Non-Significant Subcontractors, as indicated in Section (b) below.

(b) Cost Volume Proposal Format

(1) DIRECT AND INDIRECT RATE SUBSTANTIATION

If salary surveys were used as the basis for the proposed direct labor rates, provide a summarization of all salary surveys used, including the name, date of survey, geography, survey labor categories, survey percentiles, and survey salaries. If proposing a salary lower than the median, identify the median and provide rationale.

Indicate how you have computed and applied your indirect cost rates, including cost breakdowns. Show numerical trends and budgetary data to provide a basis for evaluating the reasonableness of pool costs and base projections. It is important that rate pool components are clearly defined and reasonably estimated, that projections regarding future sales are fully supported and are reasonable in their estimation, and that completed/expiring contracts are properly accounted for as reductions in the business base projections. As such, provide a detailed narrative explaining the basis of the indirect rate derivation, describing the types of costs accumulated for the specific rate pool and their estimation rationale, and the methodology for the projected base of application. Also provide the actual indirect rates realized for the last three contractor fiscal years, annotating if the rate is audited or unaudited. The further your proposed rates depart from established, historical indirect rates, the more essential it is that the proposal thoroughly addresses and justifies the basis for the changes in your proposed rates. Failure to provide this justification may result in cost realism adjustments to your proposal due to the application of rates the Government deems more reasonable and supportable (e.g., historical rates as charged under existing contracts or as supplied by cognizant audit and administrative agencies).

The escalation proposed for labor must be stated along with the actual escalation experienced in the last three years. Provide a statement of rationale, including the derivation, for the proposed escalation rates. If escalation is not proposed, explain why. Direct labor escalation, as described here, is the anticipated annual percentage rate of change in salary/wage expenses over the performance period of the contract. It should reflect all anticipated adjustments to wage expenses year-to-year, including inflation-based salary increases, merit-based adjustments, and any impacts from attrition/retirements/hiring, etc.

The Offeror shall also discuss the rationale for any escalation proposed for the other cost elements. The Offeror shall also include the company's escalation history for each other cost element experienced in the past three years.

The Offeror shall clearly identify and list any cost items that will be routinely direct charged as an Other Direct Cost in all task orders. The supporting rationale associated with these proposed ODC expenses shall also be submitted.

The Government does not intend to issue a separate task order for overall contract program management. Accordingly, in accordance with the Offeror's approved accounting system, clearly indicate how program management costs will be captured and charged on a task-by-task basis. Program management costs must be included in the RTO cost estimates in accordance with the RTO instructions below.

(2) DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES

Prime Offerors shall complete **Attachment C**, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE/PROFIT MATRICES**, for each Contract Year. The direct labor and indirect rates and fee percentages are included in **Attachment C** are "not to exceed" bid rates. During contract performance, Offerors will be permitted to offer costs for task orders to be placed at lower rates/fees than are listed in these matrices in accordance with the "**Task Ordering Procedure**" and **"Supplemental Task Ordering Procedures"** clauses of this contract. The direct labor categories proposed must reflect all labor categories and levels within each individual labor category anticipated to perform the requirements of the Statement of Work and Representative Task Orders (RTOs) and should range from entry level to the most senior level.

In **Attachment C**, the Prime Offeror shall propose, by Contract Year, unburdened direct labor rates for all labor categories in Section 1; all rates or factors for Cost Estimating Relationships in Section 2; and all individual bid indirect rates in Section 3, clearly delineating onsite and offsite rates. Onsite is defined as within NASA Wallops Flight Facility proper or at any of its mission-defined operational sites for the duration of mission-related activities. Offsite is defined as the Contractor's facility. The Offeror's fee percentage(s) included in Section 4 of the matrices shall be used to calculate the fixed fee for performing all task orders issued under the resultant contract. In Section 5, the Prime Offeror shall include a fully-loaded direct labor rate matrices for each Significant Subcontractor. In Section 6, provide Position

Qualifications for all Prime Offeror proposed direct labor categories specified in Section 1 and all subcontractors' proposed direct labor categories specified in Section 5.

(3) WORK BREAKDOWN STRUCTURE

The following Work Breakdown Structure (WBS) shall be used for Cost Volume proposal purposes:

WBS Level **1** - Summary of the overall RTO estimated costs plus fixed fee
WBS Level **2** - Summary of estimated cost plus fixed fee by Statement of Work 1.0, 2.0, 3.0, etc.
WBS Level **3** - Summary of estimated cost plus fixed fee by Statement of Work 1.1, 1.2, 2.1, 2.2, 3.1, etc.

(4) PRIME OFFEROR SUMMARY OF REPRESENTATIVE TASK ORDERS (RTOs) ESTIMATED COST PLUS Fixed fee

Exhibit 1 summarizes the Prime Offeror's proposed total direct labor hours (Prime Offeror and Significant Subcontractors), total estimated cost and fixed fee proposed for all Representative Task Orders, at WBS Level **1** (Overall RTO), based on **Attachment C** direct labor rates, indirect rates and fee percentages.

(5) PRIME OFFEROR RTO ELEMENTS OF COST SUMMARY BY WBS

Exhibit 2 shows the Prime Offeror's proposed elements of cost (direct labor, indirect costs and ODCs) and fixed fee associated with performing each individual RTO. An **Exhibit 2** shall be submitted for each RTO by WBS, starting at WBS Level **3** and then summarizing for each higher WBS Level up to WBS Level **1** (overall RTO) for the entire RTO period of performance based on **Attachment C** direct labor rates, indirect rates and fee percentages. A separately identified and labeled **Exhibit 2** shall be submitted for each individual RTO and WBS Level. The Offeror shall annotate in the exhibit title the RTO number, WBS Level and Contract Year (CY). If a RTO period of performance does not cross CYs, the Offeror should delete the CY 20??^^ and Grand Total columns.

(6) RTO DIRECT LABOR HOURS, DIRECT LABOR RATES, AND DIRECT LABOR COSTS DETAIL

Exhibit 2A shows the Direct Labor Hours, Direct Labor Hourly Rates, and Direct Labor Costs for each RTO by individual direct labor category, onsite and offsite, by month, and CY at WBS Level **3** and then summarizing for each higher WBS Level up to WBS Level **1** (overall RTO) based on **Attachment C** direct labor categories and direct labor rates. A separately identified and labeled **Exhibit 2A** shall be submitted for each individual RTO, by CY and WBS Level, from the Prime Offeror and each individual Significant Subcontractor.

The offeror shall propose program management consistent with Contract Attachment A, Statement of Work, Section 3, "Program Management shall be proposed by the contractor for each task initiated under the contract."

(7) SIGNIFICANT SUBCONTRACTOR RTO ELEMENTS OF COST BY WBS

Exhibit 2B shows a Significant Subcontractor's proposed elements of cost associated with performing each individual RTO. An **Exhibit 2B** shall be submitted for each RTO by WBS, starting at WBS Level **3** and then summarizing for each higher WBS Level up to WBS Level **1** (Overall RTO) for the entire RTO period of performance based on **Attachment C** fully-loaded Significant Subcontractor direct labor rates. A separately identified and labeled **Exhibit 2B** shall be submitted by each individual Significant Subcontractor for each individual RTO and WBS Level. The Offeror shall annotate in the exhibit title the RTO number, WBS Level and CY. If a RTO period of performance does not cross CYs, the Offeror should delete the CY 20??^^ and Grand Total columns.

(8) RTO SOURCE OF PERSONNEL

Exhibit 3 shows the Offeror's plans to obtain the required personnel for each RTO at the overall RTO task level (WBS Level **1**). The Offeror shall show the total number of staff proposed for each position, how many are available from within the company, how many personnel will be obtained from the incumbent, and how many personnel will be newly hired for the first RTO Contract Year only.

(9) BASIS OF ESTIMATES (BOE)

The BOEs are to be submitted for each individual Representative Task Order at the lowest WBS Level only (WBS Level **3**). Each RTO cost proposal shall include a separate BOE section. The Offerors shall give the Government insight into the cost estimating thought processes and methodologies used by the Offeror in estimating the quantities of labor hours/costs, other direct costs, etc. required for successful performance of each RTO by the elements of cost. Emphasis should be placed on a description of the cost estimating processes and methodologies themselves, and how these relate to the technical approach described in the proposal. The information provided under this section, along with audit information, will be used to assess the cost realism aspect of Mission Suitability Volume proposal.

As a minimum, include the following information in the BOE in the format that is most convenient, preferably the format which shall be used for the actual contract performance:

- Narrative explaining how you arrived at your estimate of labor hours, including: if your estimate was based on similar program(s), in which case, identify and provide a brief reason why the programs are similar; a standard, in which case, identify the standard and explain if it is from the industry, your company, or a product; or engineering judgment, in which case, explain the philosophies used.

- Complexity factors utilized--all factors must be identified.

- Detailed explanation of how your Program Management and Administrative Support are costed. If direct, explain the estimating approach and assumptions (hours per year, percentage of direct labor hours or costs, etc.). If indirect, identify what pool each function is included.

- Use of any established cost-estimating relationships utilized.

- How subcontracts were estimated. Please note if you have experience with the proposed subcontractor(s), if utilized. For any Significant Subcontract that has a potential estimated value in excess of the threshold stated in Section (a) instructions above, BOEs must be provided by that Significant Subcontract following the above specified format.

- Explanation of how all Other Direct Costs were estimated.

BOEs shall be submitted by both the Prime Offeror and all Significant Subcontractors and shall comply with the BOE page limitations set forth in **"Proposal Preparation—General Instructions"** provision of this RFP.

(10) SUMMARY OF INDIRECT RATES

Exhibit 4 shows the Contractor Fiscal Year to Contract Year conversion for Overhead, G&A, and any "Other" indirect rates that the Offeror proposes in accordance with their current accounting system. Please note that the Contract Year Composite indirect rates shall match the rates proposed in **Section 3** of **Attachment C**, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE/PROFIT MATRICES**.

(11) SUMMARY OF RECURRING OTHER DIRECT COSTS (ODCs)/COST ESTIMATING RELATIONSHIPS (CERS)

Offerors shall complete **Exhibit 5** for any recurring ODCs (e.g. computer usage, program management, depreciation, administrative support, etc.) routinely bid on an established Cost Estimating Relationship (CER) in accordance with your current accounting system. In this exhibit, the Offerors shall show the percentage, rate, and/or dollar amount used, as well as, a detailed explanation of the base of application and estimating approaches and assumptions. Please note that any Contract Year Composite Recurring ODCs and CERs listed in **Exhibit 5** must match the rates or factors proposed in **Section 2** of **Attachment C**, **DIRECT LABOR RATES, INDIRECT RATES, AND FEE/PROFIT MATRICES**.

If any recurring ODCs are included in your indirect expenses, DO NOT remove them from your indirect pools and include them in this exhibit. If you do not have any established CERs, insert "NONE" in this exhibit.

(12) INDIRECT RATE EXPENSE POOLS:

Exhibit 6A Overhead Expense Pool

Exhibit 6A shows the details of the expenses in the overhead pool by Contractor Fiscal Year. If fringe benefits are included in a separate pool, provide a separate exhibit entitled, "Fringe Benefit Pool". This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the overhead rate from the Contractor Fiscal Year to Contract Year. **NOTE:** If an 8(a) Unpopulated Small Business Administration Joint Venture (JV) is proposed, the actual expenses for the prior three years of both 8(a) entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one overhead pool is proposed, a separate **Exhibit 6A** shall be included for each pool. Include the rationale for multiple overhead pools. Examples of types of overhead expense pools include: Material Overhead, Manufacturing Overhead, Engineering Overhead, Field Service Overhead, Site Overhead.

Below are examples of typical costs found in an Overhead Expense Pool:

> Material Overhead:
> Acquisition (purchasing); inbound transportation; indirect labor; employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); receiving and inspection; material handling and storage; vendor quality assurance; scrap sales credits; inventory adjustments, etc.
>
> Operations Overhead (e.g., Manufacturing, Engineering, Field Service, and Site Operations):
> Indirect labor and supervision; perishable tooling (primarily in manufacturing overhead); employee-related expenses (e.g., shift and overtime premiums, employee taxes, fringe benefits, etc.); indirect material and supplies (e.g., small tools, grinding wheels, lubricating oils, etc.); fixed charges (e.g., depreciation, insurance, rent, property taxes, etc.); downtime of direct employees when not working on a specific contract (e.g., training, vacation pay, regular pay, sick leave pay, etc.); etc.

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

Exhibit 6B General and Administrative (G&A) Expense Pool

Exhibit 6B shows the details of the expenses in the G&A pool by Contractor Fiscal Year. This exhibit shows the actual expenses for the prior three years and projected expenses through the life of the contract. This exhibit also shows the conversion of the G&A rate from the Contractor Fiscal Year to Contract Year. **NOTE:** If an 8(a) Unpopulated Small Business Administration Joint Venture (JV) is proposed, the actual

expenses for the prior three years of both 8(a) entities that comprise the JV must be provided in this exhibit; this portion cannot be left blank.

If more than one G&A pool is proposed, a separate **Exhibit 6B** shall be included for each pool. Include the rationale for multiple G&A pools. G&A expenses are management, financial, and other expenses related to the general management and administration of the business unit as a whole. To be considered a G&A expense of a business unit, the expenditure must be incurred by, or allocated to, the general business unit.

Below are examples of typical costs found in a G&A Expense Pool:

Salary and other costs of the executive staff of the corporate or home office
Salary and other costs of staff services such as legal, accounting, public relations, and financial offices
Selling and marketing expenses
Corporate or home office expenses
Independent Research and Development (IR&D)
Bid and Proposal (B&P)
Other miscellaneous activities related to overall business operation

If the rates are negotiated forward pricing rates, furnish date of negotiation and with who negotiated. If not negotiated, furnish explanation and basis of rates.

(13) OTHER SUBCONTRACTS

Offerors shall complete **Exhibit 7** summarizing the other efforts/activities that the Offeror proposes to subcontract out by RTO at WBS Level **3** to subcontractors that do not meet the Significant Subcontractor definition in Section (a) of this provision.

(14) MATERIAL BY RTO

Offerors shall complete **Exhibit 8** for each RTO detailing the proposed material items and costs by Contract Year at WBS Level **3**.

(15) TRAVEL BY RTO

Offerors shall complete **Exhibit 9** for each RTO detailing the proposed travel costs by Contract Year at WBS Level **3**.

(16) OTHER DIRECT COSTS (ODCs) BY RTO

Offerors shall complete **Exhibit 10** for each RTO detailing the proposed other direct cost items and costs by Contract Year at WBS Level **3**.

(17) PHASE-IN PLAN

Offerors shall propose the total firm-fixed-price associated with the 60-day phase-in period, which will be performed under a separate, firm-fixed-price order. **Exhibits 11** and **11A** shall be used to state the proposed price for the phase-in, which is expected to commence on or about February 1, 2018.

(18) PRODUCTIVE WORK YEAR CALCULATIONS

Exhibit 12 summarizes the Offeror's productive work year and how it is calculated. If exempt and non-exempt employees are proposed, separate exhibits must be provided for each classification.

(19) FRINGE BENEFITS EXHIBITS (Total Compensation Plan)

As addressed in the Mission Suitability Volume Instructions provision Subfactor B, the Offeror and all Significant and Non-Significant service subcontractors meeting the definition in paragraph (d) of NFS provision 1852.231-71, Determination of Compensation Reasonableness, shall provide a detailed list of their fringe benefits and company estimated cost per hour, along with an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefits. Two exhibits shall be submitted, in **Exhibits 13A** containing the average of fringe benefit information for all the exempt labor categories, and **Exhibit 13B** containing the average of fringe benefit information for all the non-exempt labor categories. These exhibits fulfill the Total Compensation Plan requirement under FAR provision 52.222-46 for Non-Significant Subcontractors.

(20) DCAA AND DCMA INFORMATION

Offerors shall complete **Exhibits 14A** and **14B** and provide the requested information necessary to contact appropriate audit authorities regarding the Offeror's business systems, status of financial disclosures, negotiated forward pricing rates, etc. Offerors must ensure that the information provided is current and accurate.

(21) SMALL BUSINESS SUBCONTRACTING PLAN GOALS

As addressed in the Mission Suitability Volume Instructions provision Subfactor C, the Offeror shall complete **Exhibit 15**, which provides a breakdown of the Offeror's proposed goals, by small business category, expressed in terms of both a percent of the TOTAL IDIQ MAXIMUM ORDERING VALUE and a percent of TOTAL PLANNED SUBCONTRACTS. The proposed dollar value cited in both columns of **Exhibit 15** shall be the same only the percentages will be different.

(End of provision)

L.16 GSFC 52.215-230 PAST PERFORMANCE VOLUME. (JUN 2014)

An Offeror's past performance record indicates the relevant quantitative and qualitative aspects of performing services or delivering products similar in size and content to the requirements of this acquisition.

The Offeror shall provide, at a minimum, the following information in support of its proposal to facilitate the evaluation of the Offeror's past performance as related to the requirements of the proposed contract.

(a) *INFORMATION FROM THE OFFEROR*

Prime Offerors shall furnish the information requested below for all of your most recent contracts (completed and ongoing) for similar efforts with a minimum average annual cost/fee incurred of $10M that your company has had within the last 7 years of the RFP release date.

For the purposes of the Past Performance Volume, a proposed significant subcontractor is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $6M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.* The Offeror shall provide the information requested below for any significant subcontractor(s) for those similar efforts within the last 7 years of the RFP release date with a minimum average annual cost/fee incurred of at least 25% of the estimated average annual dollar value of the proposed significant subcontract.

For example (note, these example numbers may not relate to this specific procurement), if a procurement is valued at an average annual value of $50M and a proposed significant subcontractor for the effort has a proposed average annual cost/fee of $16M, the Offeror shall provide relevant current/past contract

references that have a minimum average annual cost/fee incurred at/above $4M (25% of $16M) for that significant subcontractor.

If a prime Offeror or significant subcontractor is submitting past performance data on a current/past contract vehicle that includes multiple tasks, orders, etc, all effort under that contract vehicle may be consolidated for the purposes of meeting the average annual cost/fee incurred in the instructions above and for the purpose of evaluating contract relevance for the proposed requirement.

The Offeror shall provide an estimated value and percentage of work to be performed on this contract by the Prime Offeror and each significant subcontractor. Offerors shall estimate prime contract and significant subcontract percentages and value based on an assumption that the contract will meet the Maximum Ordering Value and performance will reflect all areas of the Statement of Work (Offerors shall also consider other RFP information and available historical performance data in this estimate). Indicate the primary functions (SOW, WBS, etc) to be performed by the Prime Offeror and each proposed significant subcontractor. Indicate which contracts are most related (i.e. similar in size and content) and how they are related to the proposed effort, as well as which contracts were performed by the division of your company (if applicable) that will perform the proposed contract/subcontract.

If applicable, Offerors may provide the experience or past performance of a parent or affiliated or predecessor company to an Offeror (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) where the firm's proposal demonstrates that the resources of the parent or affiliate or predecessor will affect the performance of the Offeror. The Offeror shall demonstrate that the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) shall be provided or relied upon for contract performance such that the parent or affiliate or predecessor will have meaningful involvement in contract performance.

The Offeror shall provide the following information on all past/current contract references that meet the above criteria for the Prime Offeror and each significant subcontractor:

- Customer's name, address, and telephone number of both the lead contractual and technical personnel most familiar with the Offeror's performance record. *(Please verify the telephone numbers provided are current and correct).*

- Cage Code and/or DUNS Number of the contractor performing the work.

- Contract number, type, and total original and present or final contract value.

- The current contract expenditures incurred to date, the date in which the expenditures have been incurred through, and the Average Annual Cost/Fee Incurred to Date. For example (note, these example numbers may not relate to this specific procurement):

  A current five year contract that you are performing has a total estimated value of $100,000,000. As of the latest cost report which reflected cost/fee through the first 2 years and 4 months of performance, the total amount of cost/fee incurred by the Offeror over the duration of the contract was $43,500,000.

  In this example, an Offeror would provide the following:

  Current Contract Expenditures incurred to Date: $43,500,000

  Date in which Expenditures have been incurred through: Insert Date of cost report that indicated cost/fee total of $43,500,000 after 2 years and 4 months of performance.

  Average Annual Cost/Fee Incurred to Date: $18,669,528 ($43,500,000/2.33 years)

- Date of contract, place(s) of performance, and delivery dates or period of performance.
- Brief description of contract work and comparability to the proposed effort. It is not sufficient to state that it is comparable in magnitude and scope. Rationale must be provided to demonstrate that it is comparable.
- Method of acquisition: competitive or noncompetitive.
- Nature of award: initial or follow-on. If initial, indicate whether award was preceded by a Government, customer, or Offeror financed study.
- Identify and explain major technical problems and how they were overcome. List any major deviations or waivers to technical requirements that were granted by the customer.
- Identify and explain completion successes and delays, including adherence to program schedules. Provide an assessment of the performance (technical and schedule) on these past programs and support these assessments with metrics such as award or incentive fees earned.
- Cost management history; identify and explain any cost overruns and underruns, and cost incentive history, if applicable.
- Average number of personnel on the contract per year and percent turnover of personnel per year.
- Recent customer evaluations of past performance including Award Fee Evaluation results, Fee Determination Official letters, Annual Performance Evaluation Forms, etc. (Excluded from the page limitation).
- Small Business Subcontracting Plan history; provide latest Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR) (formerly known as the SF 294 and 295 reports) and supporting rationale (Excluded from the page limitation).
- Statement of contract past safety performance and a record of your company's OSHA recordable injuries and illnesses for the past 3 years.
- List any contracts terminated (partial or complete) within the past 5 years and basis for termination (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer (please verify telephone numbers). Include contracts that were "descoped" by the customer because of performance or cost problems. (Excluded from the page limitation).

(b) PRIOR CUSTOMER EVALUATIONS (PAST PERFORMANCE QUESTIONNAIRES)

The offeror and any proposed significant subcontractor(s) [as defined in paragraph (a)] shall provide the questionnaires provided as Exhibit **16** to each of the above references to establish a record of past performance. The Offeror shall instruct each of its references to return the questionnaire directly to the Government in a sealed envelope. The questionnaire respondent shall be a representative from the technical customer and responsible Contracting Officer with direct knowledge of your firm's performance. If possible, the Offeror and any proposed significant subcontractor(s) shall provide questionnaires to customers from NASA contracts, other Government contracts, and commercial contracts. For proposed significant subcontractor(s), references shall concern only work performed by the subcontractor's business entity that will perform the work under this contract, if awarded.

The Offeror is responsible for ensuring that the questionnaire is completed and submitted directly to the NASA Contracting Officer below no later than the closing date of this solicitation designated in Block 9 of

the SF 33:

NASA Goddard Space Flight Center
Attn: Bruce B. Tsai, Code 210
Bldg. L40A, Rm. N447
Greenbelt, MD 20771
Telephone: 240-684-0428
FAX: N/A
Email: Bruce.B.Tsai@nasa.gov

The Offeror shall include a list of those to whom the questionnaires were sent, including name of individual, phone number, organization, and contract number. Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror.

(End of provision)

L.17 FAR 52.211-4 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)

Activity: Range Operations Contract II (ROC II)

Complete address of Procurement Library:

https://elibrary.gsfc.nasa.gov/

Person to be contacted:	Bruce B. Tsai, Contracting Officer
Telephone number:	(240) 684-0428
E-mail Address:	Bruce.B.Tsai@nasa.gov
Time(s) for viewing:	Available 24/7 via internet

(End of provision)

L.18 NFS 1852.228-80 INSURANCE -- IMMUNITY FROM TORT LIABILITY (SEPTEMBER 2000)

If the offeror is partially or totally immune from tort liability to third persons as a State agency or as a charitable institution, the offeror will include in its offer a representation to that effect. When the successful offeror represented in its offer that it is immune from tort liability, the following clause(s) will be included in the resulting contract: (a) When the offeror represents that it is partially immune from tort liability to third persons as a State agency or as a charitable institution, the clause at **FAR 52.228-7**, Insurance -- Liability To Third Persons, and the associated NFS clause 1852.228-81, Insurance -- Partial Immunity From Tort Liability, will be included in the contract.

(b) When the offeror represents that it is totally immune from tort liability to third persons as a State agency or as a charitable institution, the clause at NFS 1852.228-82, Insurance -- Total Immunity From Tort Liability, will be included in the contract.

(End of provision)

L.19 EXHIBITS AND ENCLOSURES

Exhibit 1: Prime Offeror Summary of Representative Task Orders (RTO) Estimated Cost Plus Fixed Fee

Exhibit 2: Prime Offeror Representative Task Order (RTO) Elements of Cost Summary

Exhibit 2A: Direct Labor Hours, Direct Labor Rates, and Direct Labor Costs Detail

Exhibit 2B: Significant Subcontractor Representative Task Order (RTO) Summary

Exhibit 3: RTO Source of Personnel Chart

Exhibit 4: Summary of Indirect Rates

Exhibit 5: Summary of Recurring Other Direct Costs (ODCs) and Cost Estimating Relationships (CERs)

Exhibit 6A: Overhead Pool(s)

Exhibit 6B: General and Administrative (G&A) Pool

Exhibit 7: Other Subcontracts

Exhibit 8: Material

Exhibit 9: Travel

Exhibit 10: Other Direct Costs (ODCs)

Exhibit 11: Phase In Plan

Exhibit 11A: Phase In Plan Direct Labor

Exhibit 12: Productive Work Year Calculation

Exhibit 13A: Fringe Benefits Exempt Employees

Exhibit 13B: Fringe Benefits Non-Exempt Employees

Exhibit 14A: Cognizant Defense Contract Audit Agency Office Information

Exhibit 14B: Cognizant Defense Contract Management Agency Office Information

Exhibit 15: Small Business Subcontracting Plan Goals

Exhibit 16: Past Performance Questionnaire

Enclosure 1: Information Technology (IT) Security Management Plan Template

Enclosure 2: Government Quality Assurance Surveillance Plan

Enclosure 3: RTO #1, Dual Mission: Sounding Rocket Campaign and Expendable Launch Vehicle (ELV)

Enclosure 4: RTO #2, Major Subsystem Upgrade: Mission Graphics

Enclosure 5: RTO #3, Wallops Range Operations

(End of provision)

M.1 GSFC 52.209-300 PROSPECTIVE CONTRACTOR RESPONSIBILITY (JAN 2014)

(a) The standards and procedures for determining whether prospective contractors and subcontractors are responsible are set forth in FAR Subpart 9.1. Deficiencies concerning the general standards of prospective contractor responsibility at FAR 9.104-1, and any special standards established for this procurement under FAR 9.104-2, may be serious enough to result in a determination of non-responsibility. As with all aspects of prospective contractor responsibility, a finding of non-responsibility can be made at any time prior to contract award. However, even if such deficiencies are not so serious to result in such a determination, they will nonetheless be considered in the evaluation as conducted under the evaluation factors set forth in this solicitation.

(b) The following special standards of responsibility have been established for this procurement: NONE

(End of provision)

M.2 GSFC 52.215-310 MISSION SUITABILITY FACTOR. (SEPT 2016)

The Mission Suitability evaluation will take into consideration whether the resources proposed are consistent with the proposed efforts and accomplishments associated with each subfactor or whether they are overstated or understated for the effort to be accomplished as described by the Offeror and evaluated by NASA. The Offeror's justification for the proposed resources will be considered in this evaluation. If the Offeror's proposal demonstrates a lack of resource realism, it will be evaluated as demonstrating a lack of understanding of or commitment to the requirements and may significantly affect the Offeror's Mission Suitability evaluation.

The Government may choose to incorporate any positive aspects of an Offeror's approach to meeting/exceeding contract requirements into the final contract, particularly if any positive proposal area results in Strength or Significant Strength findings in the Mission Suitability evaluation. An Offeror's proposed Mission Suitability approach shall be consistent with its proposed cost/price information.

If an Offeror elects to propose enhancements in accordance with the Mission Suitability Volume instructions in provision GSFC 52.215-210 (L.14), the Offeror's completed Contract Attachment P, "Contractor Proposed Enhancements," and the description of the associated benefits for each proposed enhancement under the applicable Mission Suitability subfactor will be evaluated for reasonableness, effectiveness, and overall performance benefit.

(a) <u>Mission Suitability Subfactors and Description of Each Subfactor</u>

Subfactor A – Technical Approach

The Government will evaluate the offeror's understanding and technical approach for meeting the SOW critical elements, including all areas and information as specified in Provision L.14, Subfactor A, for completeness, reasonableness, effectiveness, and efficiency.

The Government will evaluate any new or innovative methods, techniques or technologies for reasonableness, effectiveness, efficiency, and overall performance benefit.

The Government will evaluate the offeror's written task plans addressing each representative task included as Enclosures 3, 4, and 5. The Government will evaluate the offeror's understanding and technical approach for each task plan including all areas and information as specified in Provision L.14, Subfactor A, for completeness, reasonableness, effectiveness, and efficiency

Subfactor B – Management Approach

The Government will evaluate the offeror's Program Management Plan, including all areas and information as specified in Provision L.14, Subfactor B, for completeness, reasonableness, effectiveness, and efficiency.

The Government will evaluate the offeror's Risk Management Plan, including all areas and information as specified in Provision L.14, Subfactor B, for completeness, reasonableness, effectiveness, and efficiency

The Government will evaluate the offeror's Phase-in Plan, including all areas and information as specified in Provision L.14, Subfactor B, for completeness, reasonableness, effectiveness, and efficiency

The Government will evaluate the offeror's Staffing Plan, including all areas and information as specified in Provision L.14, Subfactor B, for completeness, reasonableness, effectiveness, and efficiency

The Offeror's Total Compensation Plan (TCP) will be evaluated for reasonableness and effectiveness in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees."

The Government will evaluate the offeror's Key Personnel, including all areas and information as specified in Provision L.14, Subfactor B, for completeness, reasonableness, effectiveness, and efficiency

The Government will evaluate the adequacy of the Offeror's Safety and Health Plan to ensure that supplies and services are furnished in a safe and healthful manner, and that the Offeror develops, produces, and/or delivers products to NASA that will be safe and successful for their intended use.

The Offeror's Safety and Health Plan will be evaluated for compliance with applicable Federal and State statutory and regulatory requirements, as well as compliance with NPR 8715.3, NFS 1852.223-73 and applicable NASA Agency-wide and Installation specific policies and/or procedures including the adequacy of protection of life, health, and well being of NASA and Contractor employees, property and equipment. Further, the Safety and Health Plan will be evaluated to determine the adequacy of protection for subcontractor employees for any proposed subcontract.

The Offeror's plan for handling hazardous materials identified in the Section I, **"Hazardous Material Identification and Material Safety Data"** (FAR 52.223-3—ALTERNATE I) clause will be evaluated for responsiveness and compliance.

Subfactor C – SMALL BUSINESS UTILIZATION (SBU)

The evaluation of Small Business Subcontracting Plan, as required by FAR clause 52.219-9 (Deviation)--Alternate II, "Small Business Subcontracting Plan," applies to all Offerors, except small businesses. The evaluation of Commitment to Small Business Program applies to all Offerors.

(a) Small Business Subcontracting Plan

(1) The Small Business Subcontracting Plan will be evaluated in terms of the Offeror's proposed subcontracting goals for first tier subcontractors (overall subcontracting goals and individual subcontracting goals by category) in comparison to the Contracting Officers assessment of the appropriate subcontracting goals for this procurement. The Offeror's Small Business Subcontracting Plan will also be evaluated in terms of meeting the requirements of FAR 19.704 Subcontracting Plan Requirements. NASA will consider the amount of work that the prime contractor plans to perform when determining whether a subcontracting plan is acceptable. The evaluation of the Small Business Subcontracting Plan will be based on the IDIQ MAXIMUM ORDERING VALUE.

(2) Since Small Businesses are not required to submit subcontracting plans, NASA will only evaluate the amount of work that the small business prime and any small businesses proposed to perform at the first tier subcontract level. The proposed amount of work that the prime small business and first tier small business subcontractors will perform will be evaluated against the Contracting Officer's assessment of the overall

subcontracting goal for this procurement. For small business primes and their first tier subcontractors, individual subcontracting goals by small business categories will not be evaluated.

(b) Commitment to Small Businesses

(1) NASA will evaluate the extent to which the work performed by a small business subcontractor(s) is defined as "High Technology". "High Technology" is defined as research and development efforts that are within or advance the state-of-the-art in technology discipline and are performed primarily by professional engineers, scientists, and highly skilled and trained technicians or specialists.

(2) NASA also will evaluate the extent of commitment to use the subcontractor(s) (enforceable vs. non-enforceable commitments).

(3) NASA will evaluate the extent to which the identity of the small business subcontractor is specified in the proposal as well as the extent of the commitment to use small businesses. (For Small Business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(4) NASA will evaluate the Offeror's established or planned procedures and organizational structure for small disadvantaged business (SDB) outreach, assistance, counseling, market research and SDB identification, and relevant purchasing procedures. (For Other than Small Business Offerors, this information should conform to its submitted Small Business Subcontracting Plan. For Small Business Offerors, NASA will evaluate this only if subcontracting opportunities exist.)

(5) NASA will evaluate the Offeror's participation and/or proposed participation in the Mentor Protégé program and their planned commitment to enter into mentor-protégé agreements to provide appropriate developmental assistance to enhance the protégé's ability to perform successfully under contracts and/or subcontracts.

(b) <u>Evaluation Findings</u>

The Government will evaluate proposals by classifying findings as strengths, weaknesses, significant strengths, significant weaknesses, or deficiencies using the following:

Weakness – a flaw in the proposal that increases the risk of unsuccessful contract performance

Significant Weakness – a proposal flaw that appreciably increases the risk of unsuccessful contract performance

Deficiency – a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level

Strength (not in FAR/NFS) – a proposal area that enhances the potential for successful performance or contributes toward exceeding the contract requirements in a manner that provides additional value to the government

Significant Strength (not in FAR/NFS) – a proposal area that greatly enhances the potential for successful performance or contributes significantly toward exceeding the contract requirements in a manner that provides additional value to the government

(c) <u>Weights and Scoring</u>

In accordance with NFS 1815.304-70(b)(1), the Mission Suitability factor will be weighted and scored on a 1000 point scale.

The weights (points) associated with each Mission Suitability subfactor are as follows:

	Points
Subfactor A – Technical Approach	500
Subfactor B – Management Approach	400
Subfactor C – Small Business Utilization	100
Total	1000

The Mission Suitability subfactors will be evaluated using the adjectival rating, definitions, and percentile ranges at NFS 1815.305(a)(3)(A). The maximum points available for each subfactor will be multiplied by the assessed percent for each subfactor to derive the score for the particular subfactor. For example, if a subfactor has possible 200 points and receives a percent rating 80, then the score for that subfactor would be 160 points.

(End of provision)

M.3 GSFC 52.215-322 COST EVALUATION FACTOR. (JUN 2014)

The proposed costs of the Representative Task Orders (RTOs) and the rates proposed in **Attachment C, DIRECT LABOR RATES, INDIRECT RATES AND FEE MATRICES**, will be assessed to determine reasonableness and cost realism. The evaluation will be conducted in accordance with FAR 15.305(a)(1) and NFS 1815.305(a)(1)(B).

Offerors should refer to FAR 2.101(b) for a definition of “cost realism” and to FAR 15.404-1(d) for a discussion of "cost realism analysis” and “probable cost”.

Both the "proposed and probable cost" will typically reflect the Offeror’s proposed fee amount. Proposed fee will be corrected to resolve mathematical errors, if any. Proposed fee will not be adjusted as a result of any cost realism adjustments to establish probable cost.

The total FFP Phase-In price and the proposed and probable RTO costs will be presented to the Source Selection Authority as well as any cost risk associated with the proposal.

(End of provision)

M.4 GSFC 52.215-330 PAST PERFORMANCE EVALUATION FACTOR. (JUN 2014)

An offeror’s past performance will be evaluated based on FAR Part 15 and the evaluation criteria in this provision. All past performance references must meet the “recent” and minimum average annual cost/fee expenditures criteria provided below for both prime contractor references and significant subcontractor references in order to be evaluated.

For purposes of past performance, the term “Offeror” refers to a prime contractor and its significant subcontractors. Accordingly, the past performance of significant(s) subcontractors shall also be evaluated and attributed to the Offeror. The past performance of a significant subcontractor will be compared to the work proposed to be performed by that subcontractor, and weighted accordingly in assigning the overall past performance adjectival rating to the Offeror. The past performance of the prime contractor will be weighted more heavily than any significant subcontractor or combination of significant subcontractors in the overall past performance evaluation.

A “recent” contract is a contract that is ongoing or completed less than 7 years prior to the issuance of this RFP. Contracts completed more than 7 years prior to issuance of this RFP will not be considered recent and will not be considered or evaluated.

A “relevant” contract depends on the size and content of the contract with respect to this acquisition.

For a prime contractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least $10M.

A proposed significant subcontractor for this procurement is defined as any proposed subcontractor that is estimated to meet/exceed an average annual cost/fee of $6M. *Note, the definition of significant subcontractor for the past performance evaluation may be different than for the cost evaluation.*

For a significant subcontractor's contract reference(s) to be considered at least minimally "relevant", it must meet/exceed an average annual cost/fee incurred of at least 25% of that portion of this procurement that the subcontractor is proposed (or estimated) to perform.

If the contract is deemed recent and meets the above minimum average annual cost/fee expenditures criteria, the Government will then determine the degree of relevance - i.e., level of pertinence - of the contract based on size and content. Content is more important than size in the evaluation of relevance. The term "content" means the type and complexity of services, work, or supplies, in comparison to the requirements of this solicitation. The Government may consider past quantities and periods of performance in evaluating overall relevance.

The performance evaluation will be based primarily on customer satisfaction and/or contract data in meeting technical, schedule, cost, and management requirements. Additional performance factors may include contract administration, occupational health, safety, security, subcontracting plan goals and small disadvantaged business participation targets, if applicable, and other contract requirements.

The Government may review and consider past performance information on other contracts that it is aware of or that are made available from other sources and inquiries with previous customers. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

As part of the past performance evaluation, the Government may attribute the experience or past performance of a parent or affiliated or predecessor company (including Joint Venture prime partner companies and/or a parent or affiliated company that is being otherwise proposed as a subcontractor on this effort) to the proposed prime contractor and/or significant subcontractor(s) where the proposal demonstrates that the resources of the parent or affiliate or predecessor company will affect the performance of the proposed prime contractor and/or significant subcontractor(s). The Government will take into consideration whether the resources of the parent or affiliate or predecessor company (its workforce, management, facilities or other resources) will be provided or relied upon for contract performance such that the parent or affiliate will have meaningful involvement in contract performance. These contracts (if any) must meet the above "recent" and minimum average annual cost/fee expenditures criteria to be evaluated.

An Offeror shall not be rated favorably or unfavorably if the offeror does not have a record of "recent" and "relevant" past performance or if a record of past performance is unavailable. In such cases the offeror will receive a "Neutral" rating. However, an offeror with favorable, recent, and relevant past performance that meets the minimum average annual cost/fee expenditures indicated above may be considered more favorably than an offeror with no relevant past performance information.

The Government will consider an Offeror's explanation of any problems encountered on any identified contracts, and any corrective actions taken by the offeror.

The overall confidence rating assigned to an Offeror's Past Performance (see below) will reflect a subjective evaluation of the information contained in the oral presentation, if applicable; written narrative; past performance evaluation input provided through customer questionnaires; and other references, if any, that the Government may contact for additional past performance information.

Past Performance Ratings – The level of confidence ratings set forth below will be used to evaluate the Past Performance factor for each Offeror.

Each of the adjective ratings below has a "performance" component and a "relevance" component as discussed above. As used in the ratings below, the term “pertinent” is equivalent to the term “relevant.” The following adjectival rating guidelines will be used when subjectively assessing both components.

Very High Level of Confidence

The Offeor’s relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror’s performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort.

High Level of Confidence

The Offeror’s relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a high level of confidence that the Offeror will successfully perform the required effort.

Moderate Level of Confidence

The Offeror’s relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror’s performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort.

Low Level of Confidence

The Offeror’s relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror’s performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror’s existing processes may be necessary in order to achieve contract requirements.

Very Low Level of Confidence

The Offeror’s relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which adversely affect overall performance. Based on the Offeror’s performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort.

Neutral

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].

(End of provision)

M.5 GSFC 52.215-300 SOURCE SELECTION AND EVALUATION FACTORS—GENERAL. (JAN 2014)

(a) Source Selection

This competitive negotiated acquisition shall be conducted in accordance with FAR 15.3, "Source Selection", and NASA FAR Supplement (NFS) 1815.3, same subject. The Source Evaluation Board procedures at NFS 1815.370, "NASA Source Evaluation Boards" will apply.

The attention of offerors is particularly directed to NFS 1815.305, "Proposal evaluation" and to NFS 1815.305-70, "Identification of unacceptable proposals".

A trade-off process, as described at FAR 15.101-1, will be used in making source selection.

(b) Evaluation Factors and Subfactors

The evaluation factors are Mission Suitability, Cost, and Past Performance. These factors, as described at NFS 1815.304-70, will be used to evaluate each proposal. This Section M provides a further description for each evaluation factor, inclusive of subfactor. Only the Mission Suitability factor is numerically scored.

(c) Relative Order of Importance of Evaluation Factors

The Cost Factor is significantly less important than the combined importance of the Mission Suitability Factor and Past Performance Factor. As individual Factors, Mission Suitability Factor is more important than the Cost Factor which is more important than the Past Performance Factor

(End of provision)