

NASA

NASI-00095

National Aeronautics and
Space Administration

Langley Research Center
Hampton, Virginia 23681-2199

SOLICITATION

1-041-OBB.1006

REQUIREMENT: SPACE SCIENCE STUDIES AND ASSESSMENTS

1. Section L, Provision **L.9**, contains important information on proposal preparation. Section M sets forth the evaluation factors for award.
2. The Government intends to make one award as a result of this solicitation.
3. The Government intends to award the contract resulting from this solicitation without discussions. See Section L.1 provision entitled INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (FAR 52.215-1) (OCT 1997). To facilitate this process, we would like to avoid situations where proposals include substantive exceptions to the proposed contract terms and conditions which might be unacceptable to the Government and, therefore, preclude award. Therefore, it is requested and strongly recommended that you bring to the Government's attention prior to receipt of your proposal any exceptions, questions, or additions you have to the proposed contract terms and conditions. The resolution of any exceptions to terms and conditions prior to receipt of proposals will aid the Government in its intention to award without discussions and thus streamline the procurement process.
4. A Pre-proposal Conference is not planned.
5. SIC Code 8731 is applicable to this procurement.
6. Section L.8, Proposal Page Limitations (NASA 1852.215-81) (**FEB** 1998) includes a 25 page limitation for the Technical Volume. This limitation excludes all title pages, tables of content, resumes, evidence of key personnel commitment, subcontracting plan, and Subfactor 3. 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.

NOTICE: FOR BID RESULTS, ADDITIONAL PROCUREMENT OPPORTUNITIES AND OTHER NOTICES, CALL 1-800-PUR-NASA.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO - C9	PAGE 1 OF 17
2. CONTRACT NO.	3. SOLICITATION NO. 1-41-0BB.1006	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED DEC 16 1999	6. REQUISITION/PURCHASE NO. OBB.1006

National Aeronautics and Space Administration
Langley Research Center
Hampton, VA 23681-2199

Building 11958, Room 125
NASA, Langley Research Center
9A Langley Boulevard,
Hampton, VA 23681-2199

3 p.m.

10. FOR INFORMATION CALL:	A. NAME Nancy M. Sessoms	B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS n.m.sessoms@larc.nasa.gov
		AREA CODE 757	NUMBER 864-2471	EXT.

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21
X	B	SUPPLIES OR SERVICES AND PRICE/COST	4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	2	X	J	LIST OF ATTACHMENTS	8
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	10
X	F	DELIVERIES OR PERFORMANCE	1				
X	G	CONTRACT ADMINISTRATION DATA	5	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	11
X	H	SPECIAL CONTRACT REQUIREMENTS	5	X	M	EVALUATION FACTORS FOR AWARD	4

OFFER (*Must* be fully completed by offeror)

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

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

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

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
-----------------------------------	------------	----------------------------------

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
---	---	------

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE Financial Management Office, MS 175 Langley Research Center Hampton, VA 23681-2199
---	---

26. NAME OF Contracting Officer (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
---	--	----------------

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

PART I - THE SCHEDULE**Section B - Supplies Or Services And Prices/Costs****B. 1 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

The Contractor shall, to the extent specified herein, furnish all personnel, facilities, services, supplies, equipment and materials (except as expressly stated in the task order as furnished by the Government) for Space Science Studies and Assessments as specified in Task Orders issued pursuant to Clause G.5, entitled Procedures for Issuing Task Orders. The type of work to be performed under such Task Orders is limited to the types of work incorporated by Clause C.1, Statement of Work and delivery of task plans.

B. 2 INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

Pursuant to the Federal Acquisition Regulation (FAR) Parts 16.501-2 and 16.504, this contract is defined as an indefinite quantity **type**. The contract provides for an indefinite quantity, within stated limits, of supplies or services to be furnished during a fixed period, with deliveries or performance to be scheduled by placing orders with the Contractor. The total minimum and maximum dollar value of supplies or services to be acquired under the contract are set forth below:

Contract Minimum: The Government will issue Task Order(s) (TOs) under this contract that provide for a minimum of \$10,000 in services.

Contract Maximum: The Government issued Task Order(s) under this contract shall not exceed a maximum of \$25,000,000 in services for the entire period of performance.

B. 3 CONTRACT FUNDING INFORMATION

Funds for task orders are obligated on each task order. Section I, Clause 52.232-22, Limitation of Funds (APR 1984), may apply individually to Task Orders issued under this contract.

In accordance with the Limitation of Funds clause, each cost-type task order shall specify the total amount allotted by the Government for purposes of payment of cost, exclusive of fee. In addition, each cost-type task order which includes fee shall specify an additional amount as obligated for payment of fee.

B. 4 TASK ORDER TYPE

Task orders for delivery of all task plans (refer to G.5, para. (b)(3)) will be issued on a firm-fixed price (FFP) basis. Task orders for the types of work set forth in Clause C.1, Statement of Work will be issued either on a firm-fixed price (FFP) basis or cost-plus fixed fee (CPFF) basis. The type of task order (FFP or CPFF) anticipated will be specified in the FFP task order for a task plan.

B. 5 CONSIDERATION

(a) The total fixed price will be set forth on individual FFP task orders.

(b) The total estimated cost and fee will be set forth on individual cost-plus fixed fee task orders.

B.6 FIRM FIXED-PRICE TASK PLANS

The total firm-fixed price(s) for each task plan is \$_____

B.7 ADVANCE AGREEMENT ON RATES FOR PRICING TASK ORDERS

The labor rates for each labor category, and overhead and G & A rates, as set forth below, shall be used as the basis for establishing the estimated cost or price for those cost elements of individual task orders. The minimum qualifications for labor categories are set forth in Section J, Exhibit C. Travel, publication and communication services, ADP resources, travel, and conference room rental will be negotiated on an individual task order basis.

Contract Year 1

Overhead Rate	%
G & A Rate	%
<u>Labor Category</u>	<u>Hourly Rate</u>
Study Manager	\$
Senior Scientist	\$
Scientist	\$
Senior Engineer	\$
Engineer	\$
Senior Management Analyst	\$
Senior Mathematician/Analyst	\$
Mathematician/Analyst	\$
Senior Analyst (WWW Support)	\$
Senior Analyst (MIS Support)	\$
Editor/Technical Writer	\$
Clerical/Secretarial (General)	\$
Clerical/Secretarial (Conference)	\$

Contract Year 2

Overhead Rate	%
G & A Rate	%
<u>Labor Category</u>	<u>Hourly Rate</u>
Study Manager	\$
Senior Scientist	\$
Scientist	\$
Senior Engineer	\$
Engineer	\$
Senior Management Analyst	\$
Senior Mathematician/Analyst	\$
Mathematician/Analyst	\$
Senior Analyst (WWW Support)	\$
Senior Analyst (MIS Support)	\$
Editor/Technical Writer	\$
Clerical/Secretarial (General)	\$
Clerical/Secretarial (Conference)	\$

Overhead Rate	%
G & A Rate	%
<u>Labor Category</u>	<u>Hourly Rate</u>
Study Manager	\$
	\$
Scientist	\$
Senior Engineer	\$
Engineer	\$
Senior Management Analyst	\$
Senior Mathematician/Analyst	\$
Mathematician/Analyst	\$
Senior Analyst (WWW Support)	\$
Senior Analyst (MIS Support)	\$
Editor/Technical Writer	\$
Clerical/Secretarial (General)	\$
Clerical/Secretarial (Conference)	\$

<u>Labor Category</u>	<u>Hourly Rate</u>
Study Manager	\$
Senior Scientist	\$
Scientist	\$
Senior Engineer	\$
Engineer	\$
Senior Management Analyst	\$
Senior Mathematician/Analyst	\$
Mathematician/Analyst	\$
Senior Analyst (WWW Support)	\$
Senior Analyst (MIS Support)	\$
Editor/Technical Writer	\$
Clerical/Secretarial (General)	\$
Clerical/Secretarial (Conference)	\$

Overhead Rate	%
G & A Rate	%
<u>Labor Category</u>	<u>Hourly Rate</u>
Study Manager	\$
Senior Scientist	\$
Scientist	\$
Senior Engineer	\$
Engineer	\$
Senior Management Analyst	\$
Senior Mathematician/Analyst	\$
Mathematician/Analyst	\$
Senior Analyst (WWW Support)	\$
Senior Analyst (MIS Support)	\$
Editor/Technical Writer	\$
Clerical/Secretarial (General)	\$
Clerical/Secretarial (Conference)	\$

Note: On occasion the Government may require expertise at a labor rate higher than the schedule of rates set forth above. The Contractor shall provide rationale for use of a higher rate. The total cost or price of the task order will include a fair and reasonable dollar amount for such experts.

These occasions will require approval of the Associate Administrator of the Office of Space Science.

PART I - THE SCHEDULE**Section C - Description/Specifications/Work Statement****C.I STATEMENT OF WORK -- SPACE SCIENCES STUDIES AND ASSESSMENTS****I. Proposal and Mission Concept Evaluations**

The contractor shall conduct evaluations of proposals and competitive mission concepts covering the technical, management, cost, and other program factors.

Evaluation activities include: Prepare supplementary material to accompany the Announcement of Opportunity (AO), NASA Research Announcement (NRA), Cooperative Agreement Notice (CAN), or other Broad Agency Announcement (BAA) plan the logistics of the evaluation, identify expertise needed for the evaluation, evaluate compliance with administrative requirements of the BAA, evaluate offered investigations, and report on panel findings. Supplementary materials that accompany AO's include technical information related to the opportunity, report formats, and logistics guidelines needed by proposers responding to the AO. The cost assessment capability covers technology development, space systems (including instruments) and related ground systems; and life-cycle costs.

II. Assessments

The contractor shall conduct assessments of current and potential NASA programs. Types of assessments include technical; management; cost; risk; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; and Assembly, Test and Launch Operations. Technical assessment activities include assessing the likely performance of technical systems and the impact of new technologies on technical systems. Management assessment activities include assessing the effectiveness of management systems, processes, and tools and assessing components of NASA programs. Cost assessment activities include estimating mission development and life-cycle costs and assessing cost risk.

III. Studies

The contractor shall conduct the following types of studies: Management, scientific, and technical. Management study activities include gathering information and analyzing options for possible management systems in OSS programs; gathering information and analyzing the structure and performance of actual management systems in NASA programs and in similar endeavors; and assembling and maintaining an inventory of the content and status of NASA programs.

Scientific study activities include gathering information and analyzing systems for handling and analyzing samples of extraterrestrial materials; defining payloads to meet scientific goals; investigating potential science objectives for small, low-cost missions; and investigating the applicability of science concepts to particular missions.

Technical study activities include analyzing the feasibility of instrument, spacecraft and mission design; investigating mission options and associated performance expectations; analyzing system designs; analyzing technologies needed to accomplish specific goals; analyzing propulsion and mission operations capabilities; and analyzing data handling and analysis systems.

IV. Administrative Support

In support of the evaluations, assessments, and studies above, the contractor shall provide support for meetings and related workshops which includes generating and distributing explanatory materials,

providing logistical support as necessary, preparing and distributing documentation on conference results, and making appropriate number of copies of videos, handouts, and other materials developed during the conference. Explanatory materials include specifics about how the goals of the conference will be achieved. Logistical support includes audio-visual equipment, copier, computers and printers. Preparing documentation on conference results ranges from a straightforward compilation of material presented at the conference to the generation of a narrative report.

IV. Information Management

The contractor shall provide information management services including web-based information management systems in support of evaluations, assessments, and studies; data bases; quality management; reference documents; and web site development and maintenance

Web-based information management systems that support evaluations and assessment include secure web-based data entry and report-reading support for evaluation and assessment teams. Web-based information management systems that support studies are similar but do not have to be secure.

Data bases to be maintained include the **OSS** Solicitation Database, the **SSSO** Reviewer Database, and other **SSSO** data bases. The **SSSO** quality management effort includes documenting requirements for the products of **SSSO**; developing and maintaining templates for **SSSO** documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

The information management system for reference documents will support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to the community.

SSSO Website support includes developing and maintaining the **SSSO** homepage, web-based libraries, presentations from conferences and other related requirements as needed.

PART I - THE SCHEDULE

Section D - Packaging And Marking

None

PART I - THE SCHEDULE**Section E - Inspection And Acceptance****E.1 FINAL INSPECTION AND ACCEPTANCE (LaRC 52.246-94) (OCT 1992)**

Final inspection and acceptance of all items specified for delivery under this contract shall be accomplished by the Contracting Officer or his duly authorized representative at destination as specified in TOs.

E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO DELIVER TASK PLANS ON TIME

The Government may deduct from the Contractor's invoice or otherwise withhold payment for the Contractor's failure to submit a task plan (refer to **G.5**, para. **(b)(3)**) within 7 working **days** after receipt of the Contracting Officer's request. The schedule of deductions is as follows:

- | | | |
|-----|--|--------------------------------|
| a.) | Delivery within 8-10 working days: | deduct __% of task plan price |
| b.) | Delivery within 11-13 working days: | deduct __% of task plan price |
| c.) | Delivery within 13-15 working days: | deduct __% of task plan price |
| d.) | Delivery after 15 working days: | deduct 100% of task plan price |

PART I - THE SCHEDULE**Section F - Deliveries Or Performance****F.1 DELIVERY**

A. The documentation and reports required by each Task Order produced under this contract shall be delivered f.o.b. destination in accordance with the schedule specified therein.

B. The reports and documentation required by Section J. Exhibit A, Contract Documentation Requirements; shall be delivered at the times and to the places specified therein.

F.2 PERIOD OF PERFORMANCE - TASK ORDERS (LaRC 52.211-112) (APR 1998)

A. The period for issuance of Task Orders is **60** months from the **effective** date of **this** contract.

B. Any Task Orders issued prior to the expiration of the period for issuance of Task Orders shall be completed, subject to the limitations specified in FAR 52.216-22, Paragraph (d).

F.3 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be the Contractor and/or subcontractor's facility; and other sites as may be designated by TO.

F.4 NOTICE OF DELAY

If, because of technical difficulties, the Contractor becomes unable to complete the work specified in C.1 within the time set forth in the task order, notwithstanding the exercise of good faith and diligent efforts in performing of the work, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 15 working days before the completion date specified in the task order, unless otherwise directed by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule.

PART I - THE SCHEDULE**Section G - Contract Administration Data****G.1 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NASA 1852.227-72) (JUL 1997)**

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

<u>Title</u>	<u>Office Code</u>	<u>Address (including zip code)</u>
New Technology Representative	212	NASA, Langley Research Center Hampton, VA 23681-2199
Patent Representative	212	NASA, Langley Research Center Hampton, VA 23681-2199

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights - Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the CO. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

G.2 SUBMISSION OF REQUESTS FOR PROGRESS PAYMENTS (NASA 18-52.232-82)(MAR 1989)

NOTE: THIS CLAUSE IS APPLICABLE TO FIXED-PRICE TASK ORDERS.

The Contractor shall request progress payments in accordance with the Progress Payments clause by submitting to the Contracting Officer an original and two copies of Standard Form (SF) 1443, Contractor's Request for Progress Payment, and the Contractor's invoice (if applicable). The Contracting Officer's office is the designated billing office for progress payments for purposes of the Prompt Payment clause.

G.3 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NASA 1852.242-73) (JUL 1997)

NOTE: CLAUSE IS APPLICABLE TO COST TYPE TASK ORDERS, SEE EXHIBIT A CONTRACT DOCUMENTATION REQUIREMENTS

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

- (b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.
- (c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contracting Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.
- (d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.
- (e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in Paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

G.4 SUBMISSION AND PAYMENT OF VOUCHERS

A Task orders placed on a **fixed** price basis will be paid no more frequently than monthly and in accordance with the following:

1. Public vouchers for fixed price task orders shall include a reference to this contract **NAS1-**_____ and the Task Order Number. The Contractor's taxpayer identification number shall be included on the invoice.
2. Pursuant to Section I Clause 52.232-2 Payments Under Fixed Price Research and Development Contracts (APR 1984), payments for fixed price Task Orders for less than \$100,000 will be made after delivery and acceptance of all deliverable items and completion of all task order requirements. For Task Orders over \$100,000, the task order will provide for customary progress payments if the Contractor will not be able to bill for the first delivery of products, or other performance milestones, for four months or more for small business, six months or more for large business, and will make expenditures for contract performance during the pre-delivery period that have a significant impact on the Contractor's working capital. Partial payments may be authorized. Partial payments, if authorized will be made on no more than a monthly basis for partial delivery of services accepted during the month,
3. Pursuant to Section I Clause 52.232-16 Progress Payments (JUL 1991) with its Alternate 1 (AUG 1987) for small business concerns, progress payments will be based on costs for the progress payment and liquidation rate indicated.
4. Requests for progress payments will be in accordance with Clause 1852.232-82 entitled, Submission of Requests for Progress Payments (MAR 1989), as set forth in G.2.

B Task orders placed on a cost reimbursement basis shall be paid no more frequently than monthly and in accordance with the following:

1. The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is identified below. Public vouchers for payment of costs shall include a reference to the number of this contract **NAS1-**_____ and the task orders.
2. (a) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be submitted to:

Attn: Financial Management Division, MS 175
NASA Langley Research Center
Hampton, VA 23681-2199

- (b). For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers

are not required to be sent to the Auditor, and are considered to be provisionally approved for payment, subject to final audit.

(c). Copies of vouchers should be submitted as directed by the CO.

3. If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (2), the Contractor shall prepare and submit vouchers as follows:

(a) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

[Insert the appropriate NASA or DCAA mailing office address for submission of cost vouchers.]

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

(i) Copy 1 NASA CO;

(ii) Copy 2 Auditor;

(iii) Copy 3 Contractor;

(iv) Copy 4 Contract administration office; and

(v) Copy 5 Space Science Support Office.

(c) The CO may designate other recipients as required.

4. Public vouchers of payment of fixed fee shall be made in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer and be forwarded to:

Attn: Contracting Officer, M/S 126
NASA Langley Research Center
Hampton, VA 23681-2199

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

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

C. On a monthly basis, the Contractor shall provide the cognizant DCAA (if applicable), the CO and the NASA paying office a summary invoice for all issued cost and fixed price delivery orders. The invoice shall include a breakout of each delivery order being invoiced for the monthly period.

G. 5 TASK ORDERING PROCEDURE (NASA 1852.216-80) (OCT 1996)

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

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

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

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

- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 7 work days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) **Delivery/performance** schedule including start and **end** dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 work day after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

G.6 TASK ORDER LIMITATIONS

Each Task Order shall specify a fixed price or total cost plus fixed fee limitation. The Contractor shall not exceed the authorized firm fixed price or cost estimate set forth in each Task Order. In regards to cost reimbursement Task Orders, if it becomes necessary to increase the cost limitation, when appropriate, the CO will do so in writing via a Task Order modification.

G.7 CONTRACT CLOSEOUT (LaRC 52.242-90) (JUN 1988)

A. Reassignment--After receipt, inspection, and acceptance by the Government of all required articles and/or services, and resolution of any pending issues raised during the Period of Performance, this contract will be reassigned to the NASA Langley Research Center CO for Contract Closeout. All transactions subsequent to the physical completion of the contract should, therefore, be addressed to the said CO at NASA Langley Research Center, Mail Stop 127, who may be reached by telephone at (757) 864-2500.

6. "Quick Closeout"--Paragraph (f) of the Allowable Cost and Payment clause of this contract addresses the "Quick Closeout Procedure" delineated by Subpart 42.7 of the Federal Acquisition Regulation (FAR). It should be understood that the said procedure applies to the settlement of indirect costs for a specific contract in advance of the determination of final indirect cost rates when the amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Therefore, the "Quick Closeout" procedure does not preclude the provisions of Paragraph (d) of the Allowable Cost and Payment clause nor does it constitute a waiver of final audit of the Contractor's Completion Voucher.

C. Completion Voucher Submittal--Notwithstanding the provisions of the Allowable Cost and Payment clause, as soon as practicable after settlement of the Contractor's indirect cost rates applicable to performance of the contract, the Contractor shall submit a Completion Voucher as required by the aforesaid clause. The Completion Voucher shall be supported by a cumulative claim and reconciliation statement and executed NASA Forms 778, Contractor's Release, and 780, Contractor's Assignment of Refunds, Rebates, Credits, and Other Amounts. Unless directed otherwise by the CO for Contract

Closeout, the Contractor shall forward the said Completion Voucher directly to the cognizant Government Agency to which audit functions under the contract have been delegated.

PART I - THE SCHEDULE**Section H - Special Contract Requirements****H.1 PROTECTION OF INFORMATION**

- (a) It is anticipated that in performance of this contract, the Contractor may:
- (1) Have access to or be furnished with information and data relating to **NASA's** plans, programs, technical requirements, and budgetary matters, and such other information the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the Government;
 - (2) Have access to or be furnished with information and data which **are** proprietary, business confidential, financial, or otherwise sensitive and acquired from other private organizations the disclosure of which may give competitive advantage to recipients or would be adverse to the interest of the other parties;
 - (3) Prepare reports, information, and data relating to the information and data described in (1) and (2) above, the disclosure of which may give competitive advantage to the recipient or would be adverse to the interest of the Government or other parties.
- (b) Therefore, in the performance of this contract, the Contractor agrees to:
- (1) Appropriately identify information and data falling within the categories of (a)(1), (2), and (3) above and not disclose such information to anyone, other than those Contractor personnel performing directly under this contract, without the written consent of the Contracting Officer, until such time as the Government may have authorized the release of such information and data to the public; or without the written consent of the other organization that is the source of the data;
 - (2) Apply this provision to any information and data identified by NASA as falling within the categories of (a)(1), (2) and/or (3) above; and
 - (3) Abide by the conditions of restrictive use markings or legends contained on any information and data falling within the categories of (a)(1), (2), and/or (3) above.
- (c) These restrictions do not limit the Contractor's right to use and disclose any information and data obtained from another source without restriction.

H.2 LIMITATION OF FUTURE CONTRACTING (NFS 18-52.209-71) (DEC 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 this conflict is that the Contractor may perform studies and analyses which involve elements of systems engineering and technical direction, as defined at FAR 9.505-1. As a result of performing such studies and analyses, the Contractor may be in a position to 1) favor its own products or capabilities; 2) obtain an unfair competitive advantage for future competitive procurements managed by NASA and/or the Jet Propulsion Laboratory (JPL); or 3) obtain proprietary information.
- (c) The restrictions upon future contracting are as follows:

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

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor shall notify the Contracting Officer within ten working days, in writing and telephonically, should an adverse conflict of interest situation arise. Meetings regarding OCI issues will be called on an ad hoc basis by either the Contractor or the Contracting Officer.

H.4 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (MAY 1999)

A. Observation of Regulations--In performance of that part of the contract work which may be performed at Langley Research Center or other Government installation, the Contractor shall require its employees to observe the rules and regulations as prescribed by the authorities at Langley Research Center or other installation including all applicable Federal, NASA and Langley or other local installation safety, health, environmental and security regulations.

B. Identification Badges--At all times while on LaRC property, the Contractor shall require its employees, subcontractors and agents to wear badges which will be issued by the NASA Contract Badge and Pass Office, located at 1 Langley Boulevard (Building No. 1228). Badges shall be issued only between the hours of 6:30 a.m. and 3:30 p.m., Monday through Friday. Contractors will be held accountable for these badges, and may be required to validate outstanding badges on an annual basis with the NASA LaRC Security Office. Immediately after employee termination or contract completion, badges shall be returned to the NASA Contract Badge and Pass Office.

H.5 SECURITY PROGRAM/FOREIGN NATIONAL EMPLOYEE INVESTIGATIVE REQUIREMENTS LaRC 52.204-91) (AUG 1997)

Prior to reporting to Langley Research Center (LaRC) to perform under a contract or grant, each Foreign National shall have approval for access to LaRC facilities from NASA Headquarters, Office of Space Science and Aeronautics (Code IS). A copy of the access authorization request shall be provided to the LaRC Chief of Security. Additionally, an investigation by the Government shall be completed on each Foreign National contractor prior to reporting to LaRC to perform under a contract or grant. A properly executed "Name Check Request" (NASA Form 531) and a completed "applicant" fingerprint card shall be submitted to the LaRC Security Office, Mail Stop 450, for each Foreign National contractor at least 75 days prior to the estimated entry on duty date. The NF 531 and fingerprint card may be obtained from the LaRC Security Office. If the access approval is obtained from NASA Headquarters prior to completion of the investigation, and the Contracting Officer requires a Foreign National to work on LaRC, an escort request may be considered by the LaRC Chief of Security.

H.6 UNESCORJEDACCESS BY CONTRACTOR EMPLOYEES

Background investigations are required for Contractor employees to have unescorted access to the Langley Research Center. All contractor employees must as a minimum have a favorably adjudicated National Agency Check (NAC). The NAC is not required if the contractor can certify that an employee has a Confidential or higher security clearance or a favorably adjudicated current investigation. When it is necessary for an employee to perform work prior to completion of the NAC, the employee may be escorted while at the site by an individual who has a favorable NAC or a higher level of investigation favorably adjudicated, or a Confidential or higher level clearance or as otherwise approved by the LaRC Security Officer.

H.7 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

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

H.8 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE (LaRC 52.215-107) (JUN 1998)

Pursuant to FAR 15.204-1(b) the completed Section K of the proposal dated TBD is hereby incorporated herein by reference.

H.9 ADVANCE APPROVAL FOR RELEASE OF TECHNICAL INFORMATION (LaRC 52.227-92) (JUL 1998)

The Contractor shall not release technical information based on or containing data first produced in the performance of this contract and describing the work performed under this contract unless prior written approval is given by NASA. The Contractor shall submit technical information regarding the contract effort, such as journal articles, meeting papers, and technical documents to the Contracting Officer's Technical Representative (COTR) for review and concurrence with approval by the Center Export Administrator or designee prior to publication, presentation or release to others. The Contractor may proceed upon receipt of written concurrence by the COTR, unless directed otherwise in the COTR concurrence letter.

H.10 ADVANCE AGREEMENT ON INDIRECT RATE(S) (LaRC 52.231-90) (JUN 1988)

A. Notwithstanding the provisions of the Section I clause entitled "Allowable Cost and Payment," the Contractor will be reimbursed at the indirect ceiling rates specified below or the actual rates, whichever are less, for each of the Contractor's fiscal years applicable to this contract. The Contractor's fiscal year is TBD. Any costs that are not reimbursed due to the ceilings shall be deemed unallowable costs. These unallowable costs shall not be recovered under this or any other Government contract.

<u>Indirect Cost Pool</u>	<u>Ceilina Percentaae</u>	<u>Allocation Base</u>
---------------------------	---------------------------	------------------------

B. The above rate ceilings are predicated upon the bases listed above and the accounting practices and accounting system in effect on TBD. If the Contractor changes its accounting practices or accounting system in any way, the Contractor will immediately notify the Government. Within 30 days of such change the Contractor shall present to the CO information that demonstrates that the change will not impact the allowable cost computed using the above rates or shall submit a proposal for adjustment of the ceilings so that the total costs allowable will not exceed the total costs that would have been allowable had the Contractor not changed its accounting practices or accounting system. In the event that the

parties cannot agree on new ceilings using the Contractor's new accounting practices or system and the Contractor does not agree to return to the previous accounting practices and system, the CO may equitably adjust the ceilings.

H. II SUBCONTRACTING PLAN

The approved Contractor plan for subcontracting with small business and small disadvantaged business concerns is attached hereto as Exhibit C and is hereby made a part of this contract.

H.12 TERMINATION

The FAR clauses **52.249-1**, Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984), **52.249-2**, Termination for Convenience of the Government (Fixed-Price) (SEP 1996), **52.249-6**, Termination (Cost-Reimbursement) (SEP 1996) and **52.249-9**, Default (Fixed-Price Research and Development) (APR 1984) apply to the contract as a whole and to each individual Task Order issued under this contract. Thus, an individual Task Order may be terminated either for default or for the convenience of the Government.

H.13 SMALL DISADVANTAGED BUSINESS PARTICIPATION-CONTRACT TARGETS (LaRC 52.219-91) (JAN 1999) [Fill-In: Bv offeror.]

(a) This clause does not apply to, and should not be completed by, Small Disadvantaged Business (SDB) offerors unless the SDB offeror has waived the price adjustment evaluation adjustment [see Paragraph (c) of FAR clause 52.219-23].

(b) FAR 19.1202-4(a) requires that SDB participation targets be incorporated in the contract. Targets for SDB participation as subcontractors in authorized SIC Major Groups, as determined by the Commerce Business Department, are as follows:

<u>Basic Contract Period</u>	<u>Department of Commerce</u>	<u>Dollar Target</u>	<u>Percent of Contract Value</u>
	<u>Major SIC Group</u>		
Year 1			
Year 2			
Year 3			
Year 4			
Year 5			

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

Name of Concern(s):

The Contractor shall notify the Contracting Officer of any substitutions of firms that are not SDB concerns.

(d) If the prime offeror is an SDB (including joint venture partners and team members) that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime contractor in authorized SIC Major Groups, as determined by the Commerce Department, is as follows:

	<u>Dollars</u>	<u>Percent of Contract Value</u>
Basic Contract Period		
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

H.14 Organizational Conflict of Interest Avoidance Plan

The approved contractor plan for avoiding potential conflict of interest is attached hereto as Exhibit D and is hereby made a part of this contract.

PART II - CONTRACT CLAUSES**Section I - Contract Clauses Applicable To Cost Plus Fixed Fee Task Orders Issued Under This Contract**1.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.216-8	Fixed Fee (MAR 1997)
52.228-7	Insurance - Liability To Third Persons (MAR 1996)
52.232-22	Limitation of Funds (APR 1984)
52.233-3	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.242-1	Notice of Intent to Disallow Costs (APR 1984)
52.242-3	Penalties for Unallowable Costs (OCT 1995)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-15	Stop-Work Order (AUG 1989)--Alternate I (APR 1984)
52.243-2	Changes--Cost-Reimbursement(AUG 1987)--Alternate V (APR 1984)
52.244-2	Subcontracts (AUG 1998)
52.244-5	Competition In Subcontracting (DEC 1996)
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)(Deviation) (JUL 1995)
52.246-8	Inspection of Research and Development - Cost-Reimbursement (APR 1984)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APR 1984)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.216-89 Assignment and Release Forms (JUL 1997)

12 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.216-7 Allowable Cost and Payment (APR 1998)
 1852.216-75 Payment of Fixed Fee (DEC 1998)

13 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (APR 1998)

(a) Invoicing. The Government shall make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(B) Direct labor;

(C) Direct travel;

(D) Other direct in-house costs; and

(E) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of progress and other payments that have been paid by cash, check or other form of payment to the Contractor's subcontractors under similar cost standards.

(2) Contractor contributions to any pension or other postretirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; Provided, that the Contractor pays the contribution to the fund within **30** days after the close of the period covered. Payments made **30** days or more after the close of a period **shall** not be included until the Contractor actually makes the payment. Accrued costs for such contributions **that** are paid less often than quarterly shall be excluded from indirect costs for payment purposes **until** the Contractor actually makes the payment.

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative **shall** execute **a written** understanding setting forth the final indirect cost rates. The understanding shall specify (i) **the agreed-** upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(5) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be—
- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs;
- or
- (2) Adjusted for prior overpayments or **underpayments**.
- (h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with **all** terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
- (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—
- (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
- (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
- (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

14 PAYMENT OF FIXED FEE (NASA 1852.216-75) (DEC 1988)

The fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer.

Section I- Contract **Clauses** Applicable To **Firm-Fixed Price Task Orders** Issued Under **This Contract.**

1.5 **LISTING OF CLAUSES INCORPORATED BY REFERENCE:**

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.229-3	Federal, State, and Local Taxes (JAN 1991)
52.229-5	Taxes - Contracts Performed in U. S. Possessions or Puerto Rico (APR 1984)
52.232-2	Payments under Fixed-Price Research and Development Contracts (APR 1984)
52.232-16	Progress Payments (JUL 1991)
52.232-16	Progress Payments (JUL 1991)-- Alternate I (AUG 1987)
52.233-3	Protest After Award (AUG 1996)
52.242-15	Stop-Work Order (AUG 1989)
52.243-1	Changes—Fixed Price (AUG 1987)-- Alternate V (APR 1984)
52.245-2	Government Property (Fixed-Price Contracts) (DEC 1989)
52.246-7	inspection of Research and Development - Fixed-Price (AUG 1996)
52.246-16	Responsibility for Supplies (APR 1984)
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (SEP 1996)
52.249-9	Default (Fixed-Price Research and Development) (APR 1984)

16 **CLAUSES IN FULL TEXT**

None

Section I - Contract Clauses Applicable To Both Firm-Fixed Price Task Orders And Cost Plus Fixed Fee Task Orders Issued Under This Contract.

I.8 LISTING OF CLAUSES INCORPORATED BY REFERENCE:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.202-1	Definitions (OCT 1995)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.211-15	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	Audit and Records--Negotiation (AUG 1996)
52.215-8	Order of Precedence (OCT 1997)
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	Subcontractor Cost or Pricing Data - Modifications (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.215-15	Pension Adjustments And Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.219-8	Utilization of Small Business Concerns (JAN 1999)
52.219-9	Small Business Subcontracting Plan (JAN 1999)
52.219-16	Liquidated Damages--Subcontracting Plan (JAN 1999)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-3	Convict Labor (AUG 1996)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.222-41	Service Contract Act of 1965, As Amended (MAY 1989)
52.223-2	Clean Air and Water (APR 1984)
52.223-6	Drug-Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 1996)
52.225-11	Restrictions on Certain Foreign Purchases (AUG 1998)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-11	Patent Rights--Retention by the Contractor (Short Form) (JUN 1997)--as modified by NASA FAR Supplement 1852.227-11
52.227-12	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-16	Additional Data Requirements (JUN 1987)

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.230-2	Cost Accounting Standards (APR 1998)
52.230-6	Administration of Cost Accounting Standards (APR 1996)
52.232-9	Limitation on Withholding of Payments (APR 1984)
52.232-17	Interest (JUN 1996)
52.232-23	Assignment of Claims (JAN 1986)
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)--Alternate I (DEC 1991)
52.246.23	Limitation of Liability (FEB 1997)
52.253-1	Computer Generated Forms (JAN 1991)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

1852.208-81	Restrictions on Printing and Duplicating (AUG 1993)
1852.219-74	Use of Rural Area Small Businesses (SEP 1990)
1852.219-75	Small Business Subcontracting Reporting (MAY 1999)
1852.219-76	NASA 8 Percent Goal (JUL 1997)
1852.227-70	New Technology (NOV 1998)
1852.227-86	Commercial Computer Software--Licensing (DEC 1987)
1852.235-70	Center for Aerospace Information (JUL 1999)
1852.243-71	Shared Savings (MAR 1997)
1852.244-70	Geographic Participation in the Aerospace Program (APR 1985)

19 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

52.215-21	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
52.216-18	Ordering (OCT 1995)
52.216-19	Order Limitations (OCT 1995)
52.216-22	Indefinite Quantity (OCT 1995)
52.219-4	Notice of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999)
52.219-23	Notice of Price Adjustment for Small Disadvantaged Business Concerns (OCT 1998)
52.219-25	Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (JAN 1999)
52.227-14	Rights in Data--General (JUN 1987) (ALTERNATE II) (JUN 1987) AND ALTERNATE III (JUN 1987) - As Modified by NASA FAR Supplement 1852.227-14
52.232-25	Prompt Payment (JUN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.244-6	Subcontracts for Commercial Items and Commercial Components (OCT 1998)
1352.215-84	Ombudsman (OCT 1996)
1852.223-70	Safety and Health (MAR 1997)

1.10 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (FAR 52.215-21) (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer

may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item: and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

1.11 ORDERING (FAR 52.216-18) (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 from contract award through the end of the contract term.

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

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

1.12 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than guaranteed minimum stated in Clause B.2, Indefinite Delivery/Indefinite quantity Contract (IDIQ) contract, 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 maximum stated in Clause 8.2. IDIQ contract; or

(3) A series of orders from the same ordering office within 180 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 10 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.

1.13 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; **provided**, that the Contractor shall not be required to make any deliveries under this contract after 66 months from the effective date of the contract.

1.14 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (FAR 52.219-4) (JAN 1999)

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

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

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

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

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

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

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

* Offeror elects to waive the evaluation preference.

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

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

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

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

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

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

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

1.15 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998)

(a) Definitions. As used in this clause—

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

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

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

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

(iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in

order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

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

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

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) Offers will be evaluated by adding a factor of 10% percent to the price of all offers, ~~except—~~

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

(ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and

(v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

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

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

Offeror elects to waive the adjustment.

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

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

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

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

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

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

1.16 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (JAN 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged **status** from joint venture partners, teaming arrangement members, and sub-contractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern is included in the SBA's on-line list of SDBs at <http://www.sba.gov> or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

1.17 RIGHTS IN DATA--GENERAL (FAR 52.227-14)(JUN 1987) (ALTERNATE II) (JUN 1987) AND ALTERNATE III (JUN 1987) -- as modified by NASA FAR Supplement 1852.227-14

(a) Definitions. "Computer software," as used in this clause, means computer Programs, computer data bases, and documentation thereof.

"Data," as used in this clause, 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," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Limited rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph (g)(2) if included in this clause.

"Limited rights data," as used in this clause, 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 thereof.

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such 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 subparagraph (g)(3) 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," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

"Unlimited rights," as used in this clause, means the right 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 regarding copyright, 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) 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;

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

(iii) Substantiate 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) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph (c)(1) of this clause.

(c) Copyright--(1) Data first produced in the performance of this contract. Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting 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 establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license 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 in 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 by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without 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 and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause; provided, however, that if such data are computer software the Government shall acquire a copyright license as set forth in subparagraph (g)(3) of this clause if included in this contract or as otherwise may be provided in a collateral agreement incorporated in or made part of this contract.

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

(d) Release, publication and use of data. (1) 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 to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

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

(3)(i) The Contractor agrees not to establish claim to copyright, publish or release to others any computer software first produced in the performance of this contract without the Contracting Officer's prior written permission.

(ii) 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)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

(iii) Whenever the word "establish" is used in this clause, with reference to a claim to copyright, it shall be construed to mean "assert".

(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 subparagraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such 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, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 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 30-day period (or a longer time not exceeding 90 days 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 subdivision (e)(1)(i) of this clause, the Contracting Officer shall 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 shall 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 shall furnish the Contractor a written determination, which determination shall 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 shall continue to abide by the markings under this subdivision (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government shall 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 subparagraph (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) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

(4) 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 this paragraph (e) from bringing a claim under the Contract Disputes Act, including pursuant to the Disputes clause of this contract, as applicable, 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 either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the 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 for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and 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 use of the proposed notice is authorized; and
(iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, 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) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) Notwithstanding subparagraph (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 withholdable. If delivery of such data is so required, the Contractor may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs (e) and (f) of this clause, in accordance with such Notice:

Limited Rights Notice (Jun 1987)

(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: [Agencies may list additional purposes as set forth in 27.404(d)(1) or if none, so state.]

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

(End of notice)

(3)(i) Notwithstanding subparagraph (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 withholdable. If delivery of such computer software is so required, the Contractor may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the Notice:

Restricted Rights Notice (Jun 1987)

(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 in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred:

(2) Used or copied for use in 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, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights;
- (5) Disclosed to and reproduced for use by support service Contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
- (6) Used or copied for use in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
- (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 in lieu thereof:

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 published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause, unless the Contractor includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

(h) Subcontracting. The Contractor has the responsibility to 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 such rights, the Contractor shall promptly bring such refusal to the attention of the Contracting Officer and not proceed with subcontract award without further authorization.

(i) Relationship to patents. 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.

1.18 PROMPT PAYMENT (FAR 52.232-25) (JUN 1997)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are—

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) Any other information or documentation required by the contract (such as evidence of shipment).

(ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with **any** contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the **EFT** clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) A penalty amount, calculated in accordance with subdivision (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as

specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments **shall** not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

1.18 BANKRUPTCY (FAR 52.242-13) (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether **voluntary** or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

1.19 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1 Definitions.

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

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

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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

1.20 OMBUDSMAN (NASA 1852.215-84) (OCT 1996)

An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore,

before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, **Belinda Adams**, direct inquiries to Sandra S. Ray at (757) 864-2428. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Associate Administrator for Procurement, Thomas S. Luedtke, at 202-358-2090. 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.

121 **SAFETY AND HEALTH (NASA 1852.223-70) (MAR 1997)**

(a) The Contractor shall take all reasonable safety and health measures in performing under this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and health in effect on the date of this contract and with the safety and health standards, specifications, reporting requirements, and provisions set forth in the contract Schedule.

(b) The Contractor shall take or cause to be taken any other safety and health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other provision of the contract.

(c) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule, or property loss of \$25,000 or more arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. Service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule. The Contractor shall investigate all work-related incidents or accidents to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(d)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (d)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that (1) amount to \$1,000,000 or more (unless the Contracting Officer makes a written determination that this is not required), (2) require construction, repair, or alteration in excess of \$25,000, or (3) regardless of dollar amount, involve the use of hazardous materials or operations.

(f) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and health measures under this clause.

(g) As a part of the Contractor's safety plan (and health plan, when applicable) and to the extent required by the Schedule, the Contractor shall furnish a list of all hazardous operations to be performed, including operations indicated in paragraphs (a) and (b) of this clause, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor **shall** submit for NASA concurrence either or both of the following, as required by the contract Schedule or by the Contracting Officer:

- (1) Written hazardous operating procedures for all hazardous operations.
- (2) Qualification Standards for personnel involved in hazardous operations.

1.22 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
{NASA 1852.245-73} (SEP 1996)

(a) The Contractor shall submit annually a NASA Form 1018, NASA Property in the Custody of Contractors, in accordance with 18-45.505-14, the instructions on the form, and subpart 1845-71. 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.

(b) If administration of this contract has been delegated to the Department of Defense, the original of NASA Form 1018 shall be submitted to the NASA, LaRC Financial Management Officer, Mail Stop 175 and three copies **shall** be sent concurrently through the DOD Property Administrator to the address below. If the contract is administered by NASA, the original of **NF** 1018 **shall** be submitted to the LaRC Financial Management Office and three copies shall be sent concurrently and directly to the following office:

ATTN: INDUSTRIAL PROPERTY OFFICE
NASA LANGLEY RESEARCH CENTER
MAIL STOP 377
HAMPTON VA 23681-2199

(c) The annual reporting period shall be from October 1 of each year to September 30 of the following year. The report shall be submitted by October 31. 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 31. The Contracting Officer may, in the Government'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 when due, such reserve shall be withheld until the Contracting Officer has determined that the required reports have been received by the Government. 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 is required within 30 days after disposition of **all** property subject to reporting when the contract performance period is complete.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Section J - List Of Attachments

- Exhibit A Contract Documentation Requirements, 3 pages
- Exhibit B Subcontracting Plan, TBD
- Exhibit C Minimum Qualifications for Labor Categories, 2 pages
- Exhibit D Organizational Conflict of Interest Avoidance Plan, pages

The following are located after the last section of this solicitation:

- Attachment 1 Past Performance Evaluation Instructions/ Questionnaire, 4 pages
- Attachment 2 Representative Task Orders (3 each), 5 pages
- Attachment 3 Comments/Questions and Answers/Responses from the Draft Solicitation

EXHIBIT A

CONTRACT DOCUMENTATION REQUIREMENTS

I. DOCUMENTATION PREPARATION/SUBMISSION INSTRUCTIONS

A. Monthly Progress Report--The Contractor shall submit monthly progress reports which provides the status for each active Task Order due to be completed within 60 days or through completion and approval of final deliverables, whichever is later. Reports shall be in narrative form, brief and informal in content. These reports shall include: (1) a narrative statement of work accomplished during the report period; (2) current and potential problem areas and proposed corrective action (3) a discussion of work to be performed during the next report period and expected completion date; and (4) for cost plus fixed fee Task Orders, provide the authorized estimated cost, current actual cost to date and estimated cost to complete the Task Order. The monthly progress report shall be submitted by the 25th day of each month.

B. Final Reports --The Contractor shall submit a signed final report for each task order, which documents and summarizes the results. The contractor shall submit the final report to the Task Monitor and COTR. The Task Monitor will approve the final report.

C. Monthly Financial Management Report

1. The Contractor shall submit a monthly financial management report as provided by the Section G clause entitled "NASA Contractor Financial Management Reporting." This report shall be submitted utilizing NASA Form 533M, Monthly Contractor Financial Management Report, in accordance with submission instructions contained on the reverse side of the form. (Columns 8a and 8b, 533M, shall contain estimates for the following two successive months for the reporting a. and b. of Paragraph 2. below.)

2. For **this** Task Order contract a 533M shall be provided for the reporting levels identified below:

- a. Each Authorized Cost Type Task Order
- b. Contract Total (Includes the sum of Items a. and b.). Column 9b shall reflect estimated cost of \$___ plus fixed fee of \$___.)
- c. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.
- e. Each 533M shall include a narrative explanation for variances exceeding 15 percent between planned dollars and actual dollars for each reporting category (at the total contract level only).

3. In addition, cost detail associated with the following elements shall be included in each of the above, if applicable.

- a. Direct Labor Hours
- b. Direct Labor Dollars
- c. Overhead
- d. G&A
- e. Subcontract
- f. Material
- g. Travel
- h. ODC

- i. FCCOM
- j. Total Estimated Cost
- k. Fee
- l. Total Estimated Cost and Fee

D. Quarterly Financial Management Report--The Contractor shall submit a financial report at the contract level detailed by categories specified in Paragraph B. above on NASA Form 533Q in accordance with the instructions contained on the reverse side of the form,

E. Subcontracting Reports --The Contractor shall submit Standard Form 294, Subcontracting Report for Individual Contracts, and Standard Form 295, Summary Subcontractor Report, in accordance with the instructions on the reverse of the form.

In addition to the instructions on the reverse of the SF 295, the Contractor is required to comply with Clause 1852.219-75, Small Business Subcontracting Reporting.

F. Federal Contractor Veterans Employment Report--In compliance with Clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era, the Contractor shall submit the Federal Contractor Veterans Employment Report (VETS-100) as required by this clause.

G. Property in the Custody of Contractors (NASA Form 1018)--The Contractor shall submit the NASA Form 1018 no later than October 31 of each year in accordance with the Section I clause entitled "Financial Reporting of NASA Property in the Custody of Contractors."

H. Small Disadvantaged Business (SDB) Participation Report--The Contractor shall submit and SDB Participation Report in accordance with the Section I, Clause 52.219-25, Small Disadvantaged Business Program--Disadvantaged Status and Reporting. The Contractor shall report on the participation of SDB concerns using either Option Form 312, Small Disadvantaged Business Participation Report, or the Contractor's own format providing the same information as the Optional Form 312. This report shall be submitted every 12 months during the contract period.

I. Organizational Conflict of Interest Status Report - The Contractor shall provide on a quarterly basis, an Organizational Conflict of Interest Status Report, to the Contracting Officer, which will discuss the status of the conflict of interest issues. This report shall be submitted by the 10th day of the month following the end of each quarter.

II. DOCUMENT DISTRIBUTION REQUIREMENTS

A. Unless otherwise specified elsewhere in this contract, reports and other documentation shall be submitted f.o.b. destination as specified below, addressed as follows:

National Aeronautics and Space Administration
 Langley Research Center
 Attn:
 Contract NAS1-TBD
 Hampton, VA 23681-2199

B. The following letter codes designate the recipients of reports and other documentation which are required to be delivered to Langley Research Center by the Contractor:

- A--Contract Specialist, Mail Stop 126
- B--Contracting Officer Technical Representative, Mail Stop TBD
- C--New Technology Representative, Mail Stop 212

D--Patent Counsel, Mail Stop 212

E--Cost Accounting, Mail Stop 135 (via Mail Stop 175)

F--According to Instructions on Form

G--Small Business Specialist, Mail Stop 144

H—Property Administrator, Mail Stop 377

I—Task Monitor, Mail Stop - In accordance with individual Task Orders

C. The following are the distribution requirements for reports and other documentation required to be delivered f.o.b. destination. The numeral following the letter code specifies the number of copies to be provided:

<u>DOCUMENT</u>	<u>LETTER CODE AND DISTRIBUTION</u>
Monthly Progress Report	A-1, B-2
Financial Management Report (Monthly/Quarterly)	A-1, B-2, E-2
New Technology or Patent Rights Reports	A-1, B-2, C-1, D-1
Subcontracting Report for Individual Contracts (Standard Form 294)	A-1, G-1
Summary Subcontractor Report (Standard Form 295)	F-1
Report of Government-Owned/Contractor Held Property (NASA Form 1018)	H-4
Federal Contractor Veterans Employment Report (VETS-100)	F-1
Final Report (Final Copy)	A-1, B-1, I-1
Small Disadvantaged Business (SDB) Participation Report	A-1, G-1
Organizational Conflict of Interest Status Report	A-1, B-1

*As specified in the Task Order

EXHIBIT B
SUBCONTRACTING PLAN
(TBD)

EXHIBIT C

MINIMUM QUALIFICATIONS FOR LABOR CATEGORIES

All required degrees must be earned from an accredited institution.

Contract Manager:

ExDerience: Must have 5 years progressively responsible supervisory and management experience managing and coordinating complex technical, scientific and/or engineering contracts.

Education: Must have a bachelor's degree in a science, engineering, technical, management or directly related field.

Study Manager:

ExDerience: Must have 5 years progressively responsible experience coordinating and managing complex technical, scientific and/or engineering projects.

Education: Must have a bachelor's degree in a science, engineering, technical, management or directly related field.

Senior Scientist

Exoerience: Must have 10 years of work experience in basic or applied research in planetary sciences, astrophysics, or space physics.

Education: Must have a Ph.D. in one of the physical sciences with a record of publication in a scientific journal commensurate with experience beyond the Ph.D. level.

Scientist

ExDerience: Must have 5 years of work experience in basic or applied research with a record of publication that indicates currency in the field of work related to the contract.

Education: Must have an advanced degree in one of the physical sciences.

Senior Engineer

Exoerience: Ten years progressively responsible experience in aerospace engineering, with at least five years experience in the management and technical direction involved in the design or development of space flight hardware programs.

Education: Must at least have a bachelor's degree in an engineering, mathematics or science discipline.

Engineer

ExDerience: Five years experience in aerospace engineering.

Education: Must at least have a bachelor's degree in an engineering, mathematics or science discipline.

Senior Management Analyst

Experience: Ten years experience in analyzing management systems. Must be proficient in gathering management data, developing models of management systems, investigating alternatives, and using personal judgement in analyzing management systems.

Education: Must have a master's degree in administration, accounting, engineering, or a related field.

Senior Mathematician/Analyst

Exoerience: Five years progressively responsible experience in probabilistic assessments and/or data analysis.

Education: Must have a master's degree in mathematics, finance or other directly related field.

Mathematician/Analyst

Exoerience: Three years experience performing probabilistic assessments and/or data analysis.

Education: Must have a bachelor's degree in mathematics, finance or other directly related field.

Senior Analyst (WWW Support)

Experience: Must have 5 years experience designing and developing websites. Must be proficient in web server technology on platforms running Windows NT and platforms running UNIX. Must be proficient in HTML 4, JAVA, JavaScript, DHTML, cascading style sheets, and Perl scripting.

Education: Must have a Bachelor's degree.

Senior Analyst (MIS Support)

ExDerience: Must have 5 years experience developing and maintaining management information systems based on both Macintosh and PC platforms. Must be proficient in flow-charting software for the Macintosh, Filemaker Pro, and Adobe PageMaker, InDesign, Illustrator, and Photoshop.

Education: Must have a Bachelor of Science Degree in Computer Science, Mathematics, Physical Sciences, Management Information Systems, or a related field.

Editor/Technical Writer

Experience: Four years of experience editing, writing, and organizing technical documents and reports.

Education: Bachelor's degree with a major in communications, English, journalism, or directly related field.

Clerical/Secretarial: General

ExDerience: Must have at least two years of experience typing/preparing contractual and business-related documents and documenting and distributing materials.

Education: Minimum high school diploma or GED from an accredited institution.

Clerical/Secretarial: Conference

ExDerience: Must have at least two years of experience typing/preparing contractual and business-related documents, documenting and distributing materials, and performing conference-related assignments that demonstrate their ability to handle the many tasks needed for successful conferences.

Education: Minimum high school diploma or GED from an accredited institution.

NOTE: Cost assessment is required and may be performed by several positions listed above depending upon the offeror's approach.



EXHIBIT D
CONFLICT OF INTEREST AVOIDANCE PLAN

— — — — —

PART IV - REPRESENTATIONS AND INSTRUCTIONS**Section K - Representations, Certifications And Other Statements Of Offerors**

IMPORTANT NOTE: See Section I, Clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business (SDB) Concerns (OCT 1998). Those **SDB** concerns electing to waive the adjustment must check Paragraph (c) of the clause. See also Section I Clause 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999). Those SDB concerns electing to waive the adjustment must check Paragraph (c) of the clause.

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

(a) The definitions and prohibitions contained in the clause, at FAR ~~52.203-12~~, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief, that on or after December 23, 1989, -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form ~~LLL~~, Disclosure of Lobbying Activities, to the CO; and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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

(a) Definitions.

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

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

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

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

(d) Taxpayer Identification Number (TIN).

() TIN: _____

() TIN has been applied for.

() TIN is not required because:

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

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____

(f) Common parent.

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

() Name and TIN of common parent:

Name _____

TIN _____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it * is a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (MAR 1996)

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

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

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

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

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

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

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

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

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

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

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

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

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in Paragraph (a) of this provision, it shall insert in **the** following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

**K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1 (MAY 1999)--
ALTERNATE I (OCT 1998) AND ALTERNATE II (JAN 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is 8731.

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

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

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

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

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

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

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

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

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions.

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

"Women-owned small business concern," as used in this provision, means a small business concern--

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

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

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

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

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition: and either--

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

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

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

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

***(ii)** It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart **6**, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2)* For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in Paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that (a) it has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and

regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 CLEAN AIR AND WATER CERTIFICATION (FAR 52.223-1) (APR 1984)

The offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is, is not, listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The offeror will immediately notify the CO, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The offeror will include a certification substantially the same as this certification, including this Paragraph (c), in every nonexempt subcontract.

K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 1996)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

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

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

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

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.13 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (APR 1998)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

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

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

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

Date of Disclosure Statement: _____

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

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

____ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the CO 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 CO, 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 \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

____ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period

immediately preceding the period in which this proposal was submitted, the offeror received less than **\$25** million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the CO immediately.

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

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

 Y E S NO

K.14 COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS IFEB 1999)

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

K.15 CENTRAL CONTRACTOR REGISTRATION (LaRC 52.204-101) (NOV 1999)

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

(1) "Central Contractor Registration (CCR) database" means the primary DoD repository for contractor information required for the conduct of business with NASA.

(2) "Data Universal Number System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying sub-units or affiliates of the parent business concern.

(4) "Commercial Government and Entity Code (CAGE Code)" means —

(i) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entry; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization (NATO) that is recorded and maintained by DLIS in the CAGE master file.

(5) "Registered in the CCR database" means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding CAGE code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) The Offeror is requested to enter its CAGE Code below:

CAGE Code for contractor location: _____

(2) Offerors should not delay submission of the offer pending receipt of a CAGE or registration in the CCR.

(3) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) Offerors and contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr2000.com> or by calling 888-CCR-2423 (888-227-2423).

PART IV - REPRESENTATIONS AND INSTRUCTIONS**Section L - Instructions, Conditions, And Notices To Offerors****L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the CO 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):

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

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

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 1998)
52.211-14	Notice of Priority Rating for National Defense Use (SEP 1990), (DO RATED ORDER IS CHECKED)
52.214-34	Submission of Offers in the English Language (APR 1991)
52.214-35	submission of Offers in U.S. Currency (APR 1991)
52.215-1	Instructions to Offerors - Competitive Acquisition (OCT 1997)
52.215-16	Facilities Capital Cost of Money (OCT 1997)
52.222-24	Preaward On-Site Equal Opportunity Compliance Review (FEB 1999)
52.232-13	Notice of Progress Payments (APR 1984)
52.252-5	Authorized Deviations in Provisions (APR 1984)

NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

<u>CLAUSE NUMBER</u>	<u>TITLE AND DATE</u>
1852.227-71	Requests for Waiver of Rights to Inventions (APR 1984)
1852.227-84	Patent Rights Clauses (DEC 1989)
1852.233-70	Protests to NASA (MAR 1997)

L.2 COMMUNICATIONS REGARDING THIS SOLICITATION (LARC 52.204-95) (OCT 1993)

Any communications in reference to this solicitation shall cite the solicitation number and be directed to the following Government representative:

Name: Nancy M. Sessoms
 Phone: (757) 864-2418 (COLLECT CALLS NOT ACCEPTED)
 Facsimile: 757-864-7709

Address: National Aeronautics and Space Administration
Langley Research Center
Attn: Nancy M. Sessoms, Mail Code 126
Hampton, VA 23681-2199

Any written communications must include the mail code on the envelope or on the telex.

L.3 FACSIMILE TRANSMISSION--BIDS OR PROPOSALS (LARC 52.204-100) (APR 1996)

- (a) Definition. "Facsimile transmission," as used in this solicitation, means a submittal, via electronic equipment that communicates and reproduces both printed and handwritten material, for a modification of a bid or proposal or withdrawal of a bid or proposal that is submitted to and received by the Government, or an acknowledgment of amendment(s) to the solicitation.
- (b) OFFERORS MAY NOT SUBMIT FACSIMILE BIDS OR PROPOSALS AS RESPONSES TO THIS SOLICITATION. Facsimile bids or proposals will not be considered.

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

The Government contemplates award of an indefinite delivery, indefinite quantity contract resulting from this solicitation.

L.5 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997) -- ALTERNATE IV (OCT 1997).

- (a) Submission of cost or pricing data is not required.
- (c) Provide information described below in paragraph L.9., F.I.

L.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-TARGETS (FAR 52.219-24) (JAN 1999)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

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

- (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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Grants and R & D Studies Contracting Branch, Mail Stop 126.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.8 PROPOSAL PAGE LIMITATIONS (NASA 1852.215-81) (FEB 1998)

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

<u>Proposal Section</u>	<u>Page Limit</u>
Volume I	
Factor 1 Mission Suitability	
Subfactors 1, 2, (excluding resumes, evidence of key personnel commitment, and Subcontracting Plan)	25
Resume(s)	2 pages each resume
Evidence of key personnel commitment	1 page each commitment
Subfactor 3	No Limit
Subfactor 4, Cost Realism	0
Volume II	
Factor 2, Cost	No Limit
Factor 3, Past Performance	See instructions in L.9, Factor 3, Past Performance

(b) 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.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

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

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

L.9 PROPOSAL PREPARATION AND SUBMISSION--SPECIAL INSTRUCTIONS

A. General Information

1. This solicitation does not commit the Government to award a contract, since the Government reserves the right to reject any or all proposals. The CO is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

2. It is noted that the Statement of Work generally describes the technical mission. For proposal purposes only, Attachment 2 sets forth sample tasks which provide insight as to the subject matter which may be included in typical task(s) to be issued by the Government. The sample tasks are intentionally comprehensive but not necessarily representative of actual tasks to be issued. It is not intended that the sum of the projected effort for the typical tasks equate to the specified RFP levels-of-effort.

B. Number of Proposals, Time and Place of Submission--The offeror shall submit the original and 9 copies of each volume of his proposal to the address shown in Block 8 of the Standard Form (SF) 33 (face page of this solicitation), or if hand carried, to the depository listed in Block 9 of the SF 33. Offers must be received at the place indicated on or before the date and hour shown in Block 9 of the SF 33.

C. Proposal Clarity--Your proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that his proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied. You should ensure that your cost proposal is consistent with your technical proposal in all respects since the cost proposal may be used as an aid to determine the offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

D. Proposal Format and Content

1. Proposals must be submitted in two (2) volumes: Volume I, Technical Proposal, and Volume II, Business Proposal. No cost information shall be presented in the Technical Proposal, except for cost/budget information in response to the representative Task Orders.

2. The Business Proposal (Volume II) is not page limited. However, the Business Proposal is to be strictly limited to responses to Factors 2, 3, and the executed Section K, Representations, Certifications, and Other Statements of Offerors.

3. Each volume should be specific and complete. Each volume should include detailed information in order that it can be evaluated in accordance with Section M of this solicitation.

E. TECHNICAL PROPOSAL - VOLUME I

1. FACTOR 1 - MISSION SUITABILITY

a. Subfactor 1 - Understanding the Requirement and Approach

(1) The proposal must address your understanding and proposed approach for meeting technical requirements of the Statement of Work, particularly the following:

(a) evaluation of proposals and competitive mission concepts covering the technical, management, cost, and other program factors

(b) cost assessment including 1) estimating mission development and life-cycle costs 2) assessing cost risk, and 3) assessing proposed costs for technology development, for the development of spacecraft, instruments, and related ground systems, and for the whole mission life cycle.

(c) assessments including technical; management; risk: environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; Assembly, Test and Launch Operations; mission flight operations; and space communications and tracking

(d) management studies

(e) scientific studies

(f) technical studies

(g) administrative support for mission concepts and proposals evaluations, assessments, and studies

(h) information management services

(2) Identify disciplines needed for proposal and mission concept evaluations, assessments, and studies

(3) The proposal must provide the following information in response to the three Sample Task Orders (See Attachment 2).

(a) Technical approach for the specific requirement

(b) Subcontractor effort, if applicable

(c) Time schedule for completing the work including start and completion times and key intermediate milestone dates

(d) Staffing including numbers, types and qualifications (classification) of personnel

(e) Proposed budget (labor, travel, equipment, facilities, materials and other)

(f) Areas of risks and actions to mitigate.

Note: For sample task order #1, provide the proposed task plan as well.

(4) The proposal shall identify individuals selected to fill the key positions of Contract Manager (if proposed), and Study Manager(s). The offeror shall provide key position descriptions and submit resumes for the key personnel proposed. The offeror shall demonstrate the degree of commitment of the individuals identified to fill key positions (for example, by letters of intent) and designate the percentage of time each key person will devote to the contract.

b. Subfactor 2 - Management

The offeror must provide their plan for efficiently managing the work, to include the following:

1. Approach for handling urgent, short-turn around time, task orders that require immediate ramp-up of capabilities.
2. Plan for managing work flow from task initiation to task completion.
3. If a teaming approach is proposed, the proposal should describe your management approach to the teaming arrangement(s).
4. Approach to preparing task plans
5. Plan for avoiding potential organizational conflict of interest
6. Each large business offeror shall submit its Small, HUBZone Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan for insuring the maximum practicable participation of Small Business concerns in the performance of this contract, as required by Section I clauses FAR 52.219-8 and 52.219-9. The plan should include the information set forth in 52.219-9(d). The Government has determined that a goal of 25% percent of the contract price is a reasonable goal for subcontracting with small businesses for this procurement. (Note that while the Plan required by FAR 52.219-9 requires goals to be expressed as a percentage of total planned subcontracting dollars, the Government will evaluate the proposed goals as a percentage of the proposed contract price).

c. Subfactor 3 - Small Disadvantaged Business (SDB) Participation (in the SIC Major Groups as Determined by the Department of Commerce)

The offeror shall submit its plan for insuring the maximum practicable participation of SDB firms (the authorized Groups as determined by the Department of Commerce) in the performance of this contract.

The offeror shall provide targets for the total contract period. These targets shall be expressed as dollars and percentages of total contract value, in each of the authorized Groups. A total target for SDB participation by the contractor, including joint venture partners and team members, and a total target for SDB participation by subcontractors shall be specified. If the offeror is an SDB that has waived the SDB price evaluation adjustment at 52.219-23, it shall provide with its offer a target for the work that it intends to perform in the authorized Groups as the prime contractor. Any targets will be incorporated into and become part of any resulting contract (See H.13).

d. Subfactor 4 - Cost Realism

Cost realism is the degree to which all costs for the total contract reflect the proposed approach to achieving the technical objectives. Paragraph F of Section L.9 requires the offeror to submit a cost proposal for the overall contract. The cost proposal will be the primary source for

determining realistic costs as discussed in the **criteria** in Section M.2, Paragraph B. A separate discussion concerning cost realism is not required.

F. BUSINESS PROPOSAL - VOLUME II

1. FACTOR 2 - COST AND FEE

a. Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of prices. It is expected that adequate price competition will be obtained under this solicitation and that a determination of price reasonableness will be made in accordance with FAR 15.403-3. However, to establish cost realism, and the extent to which prices reflect performance addressed in the Technical Proposal, each offeror is required to submit cost or pricing information with its proposal pursuant to FAR 52.215-20, **Alternate IV**.

b. The offeror shall provide as a minimum the information set forth in FAR 15.408, Table 15-2, 1. General Instructions A, E, G and H. Cost Elements. Include in your price proposal sufficient detail to support and explain all costs proposed, giving figures and narrative explanation. Since an award may be made without further discussion, **this** data must be submitted with your proposal.

c. The cost proposal should be prepared in a manner consistent with your current accounting system and Cost Accounting Standards Disclosure Statement, if applicable.

d. Each subcontract expected to exceed a total of \$500,000 shall also be supported in a similar manner consistent with Paragraph F.I of this solicitation. Prospective subcontractors may submit proprietary cost data directly to the Government no later than the date and time specified in the instructions for receipt of offers for this RFP.

e. Computerized Cost Proposal Input Instructions

(1) The Government intends to use personal computers with Windows EXCEL 97 and LOTUS 1-2-3, Release 5, software to aid in the evaluation of the cost proposal. Offerors and subcontractors providing direct labor are requested to submit cost information saved (1) in a format that can be opened with the specified software and (2) on a 3.5 inch IBM or IBM compatible formatted diskette or a CD formatted for use in Windows 98, or Windows NT. Computerized cost data must be the identical information and format as that submitted in the paper proposal. In the event of any inconsistency between the diskettes and the paper proposal, the paper proposal will be considered the intended version. Any questions related to the computerized cost proposal shall be directed to Jeanne D. Covington at (757) 864-2545.

(2) Each diskette submitted must have an external label attached to each indicating the company name and the RFP number. It is preferred that all data/information be provided under one file; however, if the information you are submitting required more than one file, save all files under one directory. All linking must be within that directory. There shall be no external links.

ALL DISKETTE SUBMISSIONS SHALL BE TRUE SELF-CALCULATING SPREADSHEETS. Any "absolute values" must be explained and supported.

f. Other Price and Cost Detail Instructions for Section C, C.I SOW

The five-year proposed cost shall be based on the information set forth below. These estimates are for proposal and selection purposes only and are not a guarantee for any contract that may be awarded. Assume a contract start date of June 1, 2000.

(1) Labor - For estimating purposes assume the following direct labor hours will be required for each of the labor categories as follows, spread equally over the five-year life of this contract:

<u>Labor Category</u>	<u>Direct Labor Hours</u>
Study Manager	29,050
Senior Scientist	23,700
Scientist	5,050
Senior Engineer	45,250
Engineer	20,200
Senior Management Analyst	4,100
Senior Mathematician/Analyst	800
Mathematician/Analyst	2,000
Senior Analyst (WWW Support)	6,500
Senior Analyst (MIS Support)	5,640
Editor/Technical Writer	3,600
Clerical/Secretarial (General)	2,000
Clerical/Secretarial (Conference)	930

The contractor should propose rates commensurate with the minimum qualification requirements for each labor category as set forth in Exhibit C. The Government intends to include the labor rates and indirect rates in the resultant contract for pricing individual task orders (See 8. 6).

The "direct labor hours" specified above are defined as those productive hours expended by Contractor personnel in performing direct functions required to complete the Statement of Work as defined in Section C (including subcontractors). It does not include administrative or other labor that the Contractor may charge as direct labor under its established accounting policy and procedures. You must propose administrative and management hours based on your technical approach, provide hours and rate details, and clearly specify whether these costs are direct or indirect. "Direct labor hours" does not include ~~sick~~ leave, vacation, holiday leave, military leave, or any type of administrative leave, but does include overtime hours and direct labor hours provided under subcontracts.

Your proposal must show the hours and costs by labor classification/category; however, the resultant contract will not reflect a specified level-of-effort. Any composite hourly rates must be explained. All subcontract labor must be identified as such.

(2) Discuss your compensation including uncompensated overtime policy. Itemize the elements in your fringe benefits and provide the corresponding rates or factors.

(3) For each indirect pool, identify the rates and bases used to determine the proposed costs. Provide the most recent 3-year history of indirect rates.

(4) Publication and Communication Services - For estimating purposes use \$7,000 annually for printing, copying, telephone, facsimile, etc. services and office equipment rental costs directly required by the Task Orders.

(5) ADP Resources - For estimating purposes use \$11,000 annually for computer usage/rental costs directly required by the Task Orders.

(6) Travel - For estimating purposes use \$215,000 annually for all travel, subsistence, and lodging costs directly required by the Task Orders. Provide support and rationale for any other travel costs proposed.

(7) Conference Room Rental - For estimating purposes use \$7,000 annually for all conference room rental costs directly required by the Task Orders.

(8) Other Direct Costs (ODC) - Provide an itemized breakdown and detailed explanation of all ODC costs, other than Government specified, proposed for this effort.

(9) Facilities Capital Cost of Money (FCCOM) - Clearly identify FCCOM if you choose to include it in your proposal (ref. FAR 52.215-16). If you do not propose FCCOM, Clause 52.215-17, Waiver of Facilities Capital Cost of Money (Oct 1997) will be included in the contract. As required by **NASA FAR Supplement 18-15.404-470(d)(1)**, when facilities capital cost of money is included as an item of cost in the Contractor's proposal, a reduction in the profit objective will be made in an amount equal to the amount of facilities capital cost of money allowed in accordance with FAR 31.205-10(a).

(10) Escalation - As your cost proposal is expected to reflect the total cost to the Government for you to provide the effort in the statement of work of this solicitation, **your** proposal should include anticipated escalation unless escalation is prohibited by law, regulation, or a specific clause in this document. Escalation factors should be clearly stated and escalated amounts shown for each escalated item. Discuss the derivation and rationale for the proposed escalation. Discuss your rationale for not escalating any elements that would normally be escalated.

(11) Fee/Profit - Provide the rationale for the proposed fee and profit rates. The accepted rate for profit and fee will be included in the contract for pricing individual task orders. The proposed price for the fixed price task plans shall include any profit.

(g) Price Instructions for Firm Fixed Price Task Plans

(1) The contractor should propose firm-fixed price(s) for individual task plans and assume 100 task plans over the five-year period of performance (refer to Section B, B.6). Your proposal should include the schedule of deductions for contractor's failure to deliver task plans on time (refer to Section E, E.2).

(2) The proposed price shall include all administrative, management, direct, and indirect hours and costs required to prepare and deliver a task plan.

2. FACTOR 3 - PAST PERFORMANCE

Each offeror will be evaluated on its past performance, and that of significant subcontractors or teaming partners, if any, under existing or prior contracts for similar products or services. Past performance information will be used to assess the extent to which contract objectives (technical, management, schedule, cost, and small business subcontracting goals) have been achieved on related efforts. Relevant experience is the accomplishment of work which is comparable or related to the work or effort required by this **RFP**. This factor includes the evaluation of overall corporate or offeror experience and past performance, but not the experience and performance of individuals who are proposed to be involved with work pursuant to this RFP. For newly formed businesses having little or no company experience, the relevant experience and past performance of a predecessor firm, the company's principal owner(s) or corporate officer(s) will be considered. You are cautioned that omissions or an inaccurate or inadequate response to this evaluation factor will have a negative effect on your overall evaluation.

Past Performance evaluation form, included in Attachment 1 to this RFP, will be used to collect information concerning the relevant experience and past performance of the offeror and any subcontractor and/or teaming partner. The offeror shall select three of its customers and three customers for each subcontractor and/or teaming partner, for which it has performed relevant work within the past three years and forward copies of the form to those agencies and/or firms for completion and submission to the Contract Specialist for this solicitation. Your customers should return or fax this form to the Contract Specialist no later than the closing date of the solicitation. The **address** and fax number are listed at the bottom of the first page of the form. 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.

Offerors shall include with their proposal a list of the firms that will submit evaluation forms. The offeror shall also include a list of other contracts it has held and any significant subcontractors and/or teaming partners have held within the past five years for requirements similar to those being solicited in this acquisition. Other references, aside from those provided by the offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the offeror.

Offerors shall prepare short narrative explanation on each contract listed or for which a form will be received that identifies its customers and briefly describes the contract, including the objectives achieved and any cost growth or schedule delays encountered. Your summary should include the following for each related contract:

- a. Contract Number
- b. Contracting Agency
- c. Points of contact in the program and contracting offices, including telephone numbers (Please insure that this information is current and correct.)
- d. Contract type
- e. Contract beginning and end dates
- f. Description of the contract work and explanation of its relevance to this solicitation

You should also describe the original cost/price and delivery terms in the contract and the cost/price and delivery actually experienced, and explain any differences. For award fee contracts, separately state in dollars the base fee and award fee available and the award fee actually received, on a contract year basis.

You should also provide your SDB performance history for the last three years. SF 295's or equivalent data may be submitted as supporting documentation.

L.10 DETERMINATION OF FINANCIAL RESPONSIBILITY

The successful offeror may be required to demonstrate its responsibility for award and/or, if appropriate, the responsibility of its proposed subcontractors. Accordingly, you are hereby advised that if you are the selected offeror you may be requested to provide additional information pertaining to your (and your subcontractor(s)) financial resources after notification of selection of negotiation/award. (See FAR 9.104-1)

L.11 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS (FAR 52.219-24) (JAN 1999)

(a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.

(b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.12 SMALL DISADVANTAGED BUSINESS (SDB) PARTICIPATION TARGET AND SMALL BUSINESS SUBCONTRACTING GOAL

It is the policy of the United States Government to provide maximum practicable opportunity to participate in performing its contracts to small business, small disadvantaged business, and women-owned small business concerns. Such concerns shall also have the maximum practicable opportunity to participate as subcontractors in Government contracts, consistent with efficient contract performance. Additionally, NASA has a statutory goal to make available to SDB concerns, Historically Black Colleges and Universities, minority institutions, and women-owned **small business** concerns at least 8 percent of NASA's procurement dollars (See Section I clause 1852.219-76). The Government has also established mechanisms to benefit at the prime and subcontract level the participation of **SDB** concerns in the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce.

In keeping with these Government and Agency policy goals, the source evaluation factors in Section M of this solicitation include consideration of the planned participation of small and SDB concerns.

Section I clause 52.219-9 of this solicitation requires each large business offeror to submit with its proposal a Small, HUBZone Small Business, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan. (The Subcontracting Plan is not required to be submitted by small business offerors). **The Government has determined that a reasonable goal for this procurement for subcontracting to small business concerns overall is 25% of the potential contract price inclusive of an SDB goal of 7%.** The Subcontracting Plan will be evaluated under Mission Suitability Subfactor 2 - Management.

The Government will separately evaluate the participation, at the prime and subcontract level, of SDB concerns in the SIC Major Groups as determined by the Department of Commerce. In accordance with FAR 19.1202, this solicitation contains an applicable source selection Subfactor 3 - Small Disadvantaged Business (SDB) Participation in the SIC Major Groups as Determined by the Department of Commerce.

The offeror shall make an independent assessment of SDB participation and small business subcontracting opportunities to attain or exceed the subcontracting goals indicated above, and to achieve the maximum practicable SDB participation target for this procurement.

The solicitation also includes Price Evaluation Adjustments for SDB concerns in accordance with FAR Subpart 19.11 and 19.13. (See Section I clauses 52.219-4 and 52.219-23)

L.13 ADDITIONAL INFORMATION

The following URL contains a copy of current contract NASW-5067 documents released through the Freedom of Information process. Available documents are contract, modifications, RFP, and task orders. In addition, this website contains recent task requests.
<http://foia.larc.nasa.gov/nasw.html>

BACKGROUND: This contract supports the NASA Langley Research Center's Space Science Support Office (**SSSO**) in its mission of providing evaluations, assessments, and studies to NASA's Office of Space Science (OSS) and Office of Earth Science (OES). SSSO assists OSS in the acquisition of science missions in the Discovery, Explorer, Soiar Terrestrial Probes, and other related programs. The SSSO assists the OES in the acquisition of related science/applications missions through space-borne projects with an emphasis on small, focused missions to test hypotheses and to address the

scientific/applications themes. In addition to these acquisition activities, **SSSO** assists **both** program offices in related technology areas and assists in the assessment of other NASA programs. We anticipate that **90%** of the work of this contract will be in support of **OSS** programs.

Working with **OSS** and **OES** and their customers, including academia, industry, NASA centers and other government agencies, the **SSSO** develops efficient methodologies for evaluation processes. The office develops assigned Announcement of Opportunities and NASA Research Announcements, conducts on-site evaluations, and conducts technical, management, cost, and other program factors evaluations of proposals. In addition, the **SSSO** conducts science, mission and project independent assessments and conducts engineering, management, and scientific studies associated with **OSS** and **OES** programs.

PART IV - REPRESENTATIONS AND INSTRUCTIONS**Section M - Evaluation Factors For Award****M.1 METHOD OF EVALUATION**

A. Proposals received in response to this RFP will be evaluated by a Source Evaluation Team (SET) in accordance with procedures similar to those prescribed in FAR 15.3 and NFS 1815.3. Mission Suitability will be scored. Cost and Past Performance will not be scored. The Source Selection Official, after consultation with the SET, will select the offeror which the Source Selection Official considers can perform the contract in a manner most advantageous to the Government, all factors considered.

B. In accordance with NFS 1815.306, a total of no more than three proposals shall be a working goal in establishing the competitive range if one is required.

C. Evaluation will be on the basis of material presented and substantiated in your proposal and not on the basis of what may be implied. Vague statements will be interpreted as a lack of understanding on the part of the offeror and/or inability to demonstrate adequate qualifications. Your attention is directed to Section L, L.9, which provides important instructions concerning proposal preparation.

M.2 EVALUATION FACTORS

A. Factor 1 - Mission Suitability--The content of this section of your proposal will provide the basis for evaluation of your response to the technical requirements of the RFP. A risk assessment will be performed which will consider any technical, schedule, and cost risks. Risks may result from the offeror's technical approach, processes, etc., or as a result of the cost, schedule, and performance impacts associated with their approaches. Risk assessments will be considered in determining Mission Suitability strengths, weaknesses, deficiencies, and numerical/adjectival ratings. Identified risk areas and the potential for cost impact will be considered. The Mission Suitability Subfactors to be considered and scored in the evaluation of your Technical Proposal are set forth below:

1. Subfactor 1 Understanding the Requirement and Approach

a. The offeror's understanding and proposed approach to:

- (1) evaluation of proposals and competitive mission concepts covering the technical, management, cost, and other program factors
- (2) cost assessment including 1) estimating mission development and life-cycle costs 2) assessing cost risk, and 3) assessing proposed costs for technology development, for the development of spacecraft, instruments, and related ground systems, and for the whole mission life cycle.
- (3) assessments including technical; management; risk; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; Assembly, Test and Launch Operations; mission flight operations; and space communications and tracking
- (4) management studies
- (5) scientific studies
- (6) technical studies
- (7) administrative support for mission concepts and proposals evaluations, assessments, and studies
- (8) information management services

b. The completeness and relevance of the identified disciplines needed for proposal and mission concept evaluations, assessments, and studies will be ~~assessed/~~

c. The offeror's proposal for completing the Sample Task Orders (Attachment 2) will be evaluated considering:

- (1) Technical approach for the specific requirement
- (2) Subcontractor effort, if applicable
- (3) Time schedule for completing the work including start and completion times and key intermediate milestone dates
- (4) Staffing including numbers, types and qualifications (classification) of personnel
- (5) Appropriateness and adequacy of proposed budget (labor, travel, equipment, facilities, materials and other)
- (6) Areas of risks and actions to mitigate.

Note: For sample task order #1, the effectiveness of the proposed task plan (effort and deliverables) will be evaluated as well.

d. The suitability of the individuals selected to fill the key positions will be evaluated. The qualifications of proposed key personnel, degree of commitment of the individuals identified to fill key positions, and the percentage of time they will be allocated to the contract will be evaluated.

2. Subfactor 2 -- Management

This subfactor will be used to evaluate the adequacy and soundness of the offeror's plan for managing the work including:

- a. Approach for handling urgent, short-turn around time, task orders that require immediate ramp-up of capabilities.
- b. Plan for managing work flow from task initiation to task completion.
- c. If a teaming approach is proposed, the offerors shall be evaluated on the management approach to the teaming arrangements.
- d. Approach to preparing task plans
- e. The Conflict of Interest Avoidance Plan will **be** evaluated for completeness and assurance that it reflects a sound management approach to avoiding potential conflicts of interest.
- f. The Government will evaluate the adequacy of the Small, HUBZone Small Business, Small Disadvantage, and Women-Owned Small Business Subcontracting Plan. The offeror's overall small business subcontracting goal will be evaluated in comparison with the goal of 25%. The proposed approach to meeting this goal; the extent to which the offeror has identified specific small businesses; the extent of commitment to use small business concerns (i.e., enforceable commitments are to be weighted more heavily than non-enforceable ones); types, amount, complexity, and variety of work to be performed by small businesses; and the realism of the Subcontracting Plan will be evaluated. This paragraph does not apply to Small Business offerors.

3. Subfactor 3 - SDB Participation (in the SIC Major Groups as Determined by the Department of Commerce)

The extent of participation of SDB concerns in the SIC major groups as determined by the Department of Commerce will be evaluated. The extent to which the offeror has identified specific SDB's; the extent of commitment to use SDB concerns (*i.e.*, enforceable commitments are to be weighted more heavily than non-enforceable ones); types, amount, complexity, and variety of work to be performed by SDB's; the realism of the proposal; and past performance in complying with subcontracting plan goals for SDB concerns and monetary targets and/or contract specified goals for SDB participation will be evaluated.

4. Subfactor 4 Cost Realism

As stated in M.3, a pool of 300 points will be used to adjust the Mission Suitability score to account for any weaknesses associated with a lack of cost realism present in the offeror's proposal. This adjustment will be made if the proposed resources are unrealistically high or low according to the following guidelines.

The cost realism adjustment will be determined for the overall proposed amount. Depending upon the severity of the adjustment, some or all of the points in the cost realism pool will be deducted from the offeror's Mission Suitability score. The realism of proposed costs may significantly affect Mission Suitability Scores.

The total amount of points to be subtracted from the Mission Suitability score will be calculated as follows:

If the percent cost realism adjustment of the cost proposal is less than 5%, no adjustment will be made to the Mission Suitability score. If the percent cost realism adjustment is greater than 30%, all 300 points will be deducted from the offeror's Mission Suitability score. Where the cost realism adjustment is between the range of 5% and 30% the amount of points to be subtracted will be allocated according to the table below:

Percentage Range	Point Adjustment
+/- 5 percent	0
+/- 6 to 10 percent	-50
+/- 11 to 15 percent	-100
+/- 16 to 20 percent	-150
+/- 21 to 30 percent	-200
+/- more than 30 percent	-300

FAR 52.219-4 are met. The cost/price proposal may be used as an aid to determine the offeror's understanding of the Mission Suitability Requirements.

C. Factor 3 - Past Performance--Past performance will be assessed to determine the extent to which contract objectives (technical, management, schedule, cost, and small business subcontracting goals) have been achieved on related efforts of similar size and complexity by the offeror and any significant subcontractors and/or teaming partners. Experience will be viewed as the demonstrated accomplishment of work which is comparable and relevant to the objectives of this procurement. This factor includes the evaluation of overall corporate or offeror experience and past performance, including any significant subcontractors and/or teaming partners, but not the experience and performance of individuals who are proposed to be involved in the required work. For newly formed businesses having little or no company experience, the relevant experience and past performance of a predecessor firm, **the** company's principal **owner(s)** or corporate **officer(s)** will be evaluated.

In conducting the evaluation for this factor, the Government reserves the right to use all information available at the time of evaluation, whether provided by the offeror in its proposal or obtained from other sources. For example, the Government may rely on information contained in its own records and that available through reference checks, Government audit agencies, and commercial sources.

M.3 RELATIVE IMPORTANCE OF EVALUATION FACTORS

A. The weights to be used in the scoring of the Mission Suitability Subfactors are presented below:

	<u>Subfactors</u>	<u>Weights</u>
1.	Understanding the Requirement and Approach	600
2.	Management	300
3.	SDB Participation	<u>100</u>
	Total	1000
4.	Cost Realism	(300)

The numerical weights assigned to the above subfactors are indicative of the relative importance of those evaluation areas. The weights will be utilized only as a guide.

Credit under Subfactor 3 is not available to SDB concerns that receive a price evaluation adjustment under FAR 52.219-23. Therefore, if an offeror is a SDB that has not waived the evaluation adjustment, the maximum score that offeror will receive on Factor 1 is 900 of the 1,000 weight.

B. Overall, in the selection of a Contractor for award, Mission Suitability, Cost, and Past Performance will be of essentially equal importance. Overall, in the selection of a Contractor for award, Mission Suitability and Past Performance, when combined, are significantly more important than Cost.

ATTACHMENT 1

PAST PERFORMANCE EVALUATION INSTRUCTIONS FORM

Send the completed form directly to the address listed at the bottom of page one.

Space is provided for comments (additional pages may be used if desired) and comments would be particularly appreciated concerning excellent and **less** than satisfactory performance. Good performance is effective performance, **fully** responsive to contract requirements; identified deficiencies do not have substantial effects on overall performance.

PAST PERFORMANCE FORM

Solicitation No. 1-041-OBB.1006

I. CONTRACT INFORMATION

A. Name of Company Being Evaluated: _____

B. Address: _____

C. Contract Number: _____ D. Contract Type: _____

E. Contract Value: _____

F. Period of Performance: From: _____ To: _____

II. DESCRIPTION OF CONTRACT: _____

During the contract performance being evaluated, this firm was the:
_____ Prime Contractor; _____ Significant Subcontractor; _____ Team Member;
_____ Other (describe) _____

Does a corporate or business relationship exist between the firm being evaluated and your organization? _____ Yes, _____ No. If so, please describe. _____

III. EVALUATOR

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone No.: _____ Fax No.: _____

SEND TO: ATTN: 126/NANCY M. SESSOMS (To Be Opened By Addressee *Only*)
NASA LANGLEY RESEARCH CENTER
9A LANGLEY BOULEVARD
HAMPTON VA 23681-2199
TELEPHONE: 804-864-2471
FAX: 804-864-7709

This form contains Source Selection Information when completed. See FAR 3.104.

IV. OVERALL PERFORMANCE

How would you rate the Contractor in the following areas (Circle One):

A. Contract Compliance	E	VG	G	F	P	N/A
B. Subcontract Administration	E	VG	G	F	P	N/A
C. Meeting SDB Goals	E	VG	G	F	P	N/A
D. Planning, Estimating and Scheduling	E	VG	G	F	P	N/A
E. Work Control	E	VG	G	F	P	N/A
F. Responsiveness to Changing Requirements	E	VG	G	F	P	N/A
G. Management of Diverse Tasks	E	VG	G	F	P	N/A
H. Early identification of Problems and Timely Resolution	E	VG	G	F	P	N/A
I. Labor Relations	E	VG	G	F	P	N/A
J. Worked Without Extensive Guidance	E	VG	G	F	P	N/A

V. FINANCIAL MANAGEMENT PERFORMANCE

A. How would you rate the Contractor in the following areas (Circle One):

1. Complete and Timely Reporting	E	V	G	G	F	P	N/A
2. Cost Control	E	V	G	G	F	P	N/A
3. Procurement System	E	V	G	G	F	P	N/A
4. Property Management System	E	V	G	G	F	P	N/A
5. Accounting System	E	V	G	G	F	P	N/A
6. Adherence to Cost Estimates	E	V	G	G	F	P	N/A
7. Overall Financial Management	E	V	G	G	F	P	N/A

B. Please provide the Contractor's yearly overhead and G&A growth:

Overhead:

G&A:

C. If ceiling rates are contained in this contract, please indicate current ceiling rates:

Overhead:

G&A:

D. Has the Contractor experienced overruns or underruns? Yes No

If yes, please elaborate: _____

VI. TECHNICAL PERFORMANCE

A. How would you rate the Contractor's technical performance in the following areas:

1. Completeness and Accuracy	E	V	G	G	F	P
2. Timeliness	E	V	G	G	F	P
3. Product Reviews/Product Assurance	E	V	G	G	F	P
4. Documentation	E	V	G	G	F	P
5. Qualifications of Technical Staff	E	V	G	G	F	P
6. Overall Technical Performance	E	V	G	G	F	P

B. How long did proposed key personnel remain on contract?

C. Is there an award or incentive fee? If so, please give the fee dollars and percentages earned for the last three reporting periods:

<u>Review Period</u>	<u>Fee Dollars</u>	<u>% of Possible Fee</u>
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

VII. CONCLUSIONS

Would you recommend this Contractor for another contract? Why? Please add any comments you feel pertinent. _____

AITACHMENT 2

SAMPLE TASK ORDERS

See instructions in L.9. E.I.a. (3)

Task 1: Small Lunar Probes Technical, Management, and Cost (TMC) Review

- Small Lunar Probes is a fictional program of scientific investigations of the moon from small satellites in lunar orbit. The proposals would cover the entire expense of the investigation--instruments, spacecraft, launch services, flight operations, and scientific analyses. This task is limited to the TMC review. Note that the scientific merit and the merit of the proposed Education and Public Outreach programs will be evaluated separately by NASA Headquarters using their support contractor.
- Estimate of 40 proposals, each with 20 pages of technical, management, and cost information to be evaluated by this contractor
 - The TMC evaluation will judge the Technical Merit and Feasibility of the Science Implementation and also the Feasibility of the Mission Implementation Scheme criteria which are exactly the same as the criteria used in the Discovery 1998 AO, AO 98-OSS-04. The Discovery 1998 AO can be found at Internet URL:

<http://spacescience.nasa.gov/ao/98-oss-04/>

Note that the proposals also contain 10 pages of science and 3 pages of Education and Public Outreach which will be evaluated separately by NASA Headquarters. The NASA Headquarters contractor will send complete proposals directly to the members of the TMC evaluation team.

- Estimate of 31 reviewers
 - 7 NASA (all costs covered by NASA)
 - 2 cost analysts from the Aerospace Corporation (all costs covered by NASA)
 - 5 experts from contractor's staff, including 2 cost analysts
 - 5 expert consultants from Los Angeles
 - 4 expert consultants from Denver
 - 2 expert consultants from Houston
 - 4 expert consultants from Hampton Roads
 - 2 expert consultants from Washington/Baltimore area
- Effort
 - Four TMC subpanels will evaluate 10 proposals each. Each subpanel will have experts in each area of the evaluation--mission design, systems engineering, attitude control, cost analysis, management, and scientific instrumentation
 - In addition, there will be experts in launch vehicles, propulsion, power, thermal control, and reliability and quality assurance who will skim all the proposals and will participate as needed in the evaluation.
 - Finally, the chairperson of each subpanel and 2 NASA representatives, one of whom will chair the evaluation as a whole, will serve on a voting panel.
 - Each reviewer reviews 10 proposals and submits his/her first cut at strengths and weaknesses for Technical Merit and Feasibility of Implementation criteria over a secure web site established and maintained by the contractor
 - Each panel has 10, 4-hour telecons over a 4-week period prior to a plenary evaluation meeting to develop draft consensus evaluations of strengths and weaknesses in the two criteria for each proposal. The draft consensus evaluations are again posted on the secure web site.
At the LaRC plenary evaluation, the draft consensus evaluations are reviewed by each subpanel, and the results presented to the voting panel. The voting panel will guide each subpanel on how to complete their evaluations so that they are suitable for use in debriefing the mission proposers. The voting panel scores the proposals based on the strengths and weaknesses, and the contractor prepares the final report on the TMC evaluation.
- Equipment (to be provided by the Contractor)
 - Internet server providing secure website for the posting and editing of evaluations by the evaluators
 - Four Macintosh computers with at least one printer for use in preparing draft reports at the plenary session
 - Collating copy machine for preparing copies of draft reports at the plenary session
- Deliverable
 - 15 copies of the final report of TMC evaluation which contains, for each proposal:

- A score (**1 to 5**) for Technical Merit and Feasibility of the Science Implementation, backed up by a summary rationale and by a **3- to 5-page** report on specific strengths and weaknesses.
- A risk rating (low, medium, or high) of the Feasibility of the Mission Implementation Scheme, also backed up by a summary rationale and by a **3- to 5-page** report on specific strengths and weaknesses.
- Schedule
 - Proposals for Small Lunar Probes due September 5, 2000
 - Proposals distributed to **TMC** evaluators by September 19, 2000
 - Telecons begin September 27, 2000
 - Last telecon October 25, 2000
 - Plenary session: November **5 to 9, 2000**
 - Final report due November **23, 2000**

Task 2: GLAST Independent Assessment (IA)

- The Gamma Ray Large Area Space Telescope (GUST) will be a astronomical observatory in low earth orbit observing high-energy gamma rays from celestial gamma-ray sources. GUST will identify and study nature's high-energy particle accelerators through observations of active galactic nuclei, pulsars, stellar-mass black holes, supernova remnants, gamma-ray bursts, and diffuse galactic and extragalactic high-energy radiation in the energy range from 20 MeV to 300 GeV and higher. The GUST AO can be found at Internet URL:

<http://spacescience.nasa.gov/ao/99-oss-03/>

The instruments for GLAST will have been selected early in 2000, and will be followed by the Independent Assessment described here. The GLAST IA is meant to provide the Associate Administrator of the Office of Space Science with a report on the readiness of GUST to proceed with the procurement of the spacecraft.

- IA panel
 - Prof. EB, Chair, Los Angeles
 - Dr. FM, Los Angeles
 - Dr. GW, Palo Alto
 - Mr. MBW, Boston
 - Ms. GT, Denver
 - Mr. BR, Baltimore
 - Ms. DP, Huntsville AL
 - Cost analyst from the contractor
 - Cost analyst from the Aerospace Corporation (all costs covered by NASA)
- The IA will evaluate the adequacy of planning for GLAST and whether the program is ready to proceed with spacecraft procurement. The IA will evaluate GLAST Project documents and attend a key review of the GLAST Project at GSFC with the following milestones:
 - Kickoff evaluation April 4 to 6, 2000
 - Attend Project review at GSFC June 12 & 13, 2000
 - Presentation of final report to AA for OSS August 24, 2000
- Equipment (to be provided by the Contractor)
 - Internet server providing a website for posting and editing portions of the assessment
 - Two Macintosh computers with at least one printer for use in preparing draft reports at the LaRC plenary sessions
 - Collating copy machine for preparing copies of draft reports at the LaRC plenary sessions
- Deliverables
 - 25, black and white copies of final report of assessment, approximately 40 pages long, addressed to the Associate Administrator for Space Science
 - One-hour briefing to the Associate Administrator for Space Science or his deputy

Task 3: Pluto B Anomaly Study

- Pluto **B** is an imaginary mission to Pluto that would swing by Jupiter and several other planets before going into orbit around Pluto. For this sample task, we further imagine that as the mission passed behind Jupiter, the strength of the transmitted signal dropped by 20 db and has remained there in spite of all efforts. The mission carries a redundant transmitter, but both transmitters have the same reduction in transmitted power. We should also imagine that a "Tiger Team" at NASA's Jet Propulsion Laboratory has completed an investigation into the anomaly and has come up with 5 candidate mechanisms to explain the anomaly.

This time-sensitive study will bring together some of the top people in the nation to provide NASA with the strengths and weaknesses of ten options presented by the Tiger Team and to make a recommendation. Because some of the options must be exercised within 90 days, the study must be in place as soon as possible and completed within 60 days of the issuance of this task request.

- Experts in systems engineering, radiation effects, space communications, mission trajectory analysis, attitude control, thermal control, and power generation must review the 120-page report of the JPL Tiger Team, mission documentation, and the design of the Pluto **B** mission as part of their analysis. JPL will run detailed simulations at the request of the panel.
- The study panel will include
 - Dr. FE, Boston, chairman
 - Dr. JY, Los Angeles, radiation effects expert
 - Prof. PK, Boston, expert on the Jupiter environment
 - Mr. WA, Phoenix, expert on deep space communications systems

Dr. FE and Dr. JY are premiere consultants, and charge \$200/hr and \$120/hr, respectively, for their services. The other two named members are senior engineers. The rest of the panel is to be filled out by experts suggested by the contractor and approved by the Pluto B Flight Program Executive at NASA Headquarters. The experts suggested may come from the contractor's staff or may be consultants.

- Schedule
 - The panel members identified above have indicated that they are available to accept the assignment, and the Pluto **B** Project at JPL has agreed to provide the necessary documentation and simulations to assist in the rapid study
 - The study request is being issued on a Thursday
 - The Administrator of NASA desires that a first, 3-day meeting of the team be conducted in no more than 2 weeks from the issuance of this task request. The team meeting should be held at NASA Headquarters with a first, week-long, fact-finding meeting at the Jet Propulsion Laboratory a week later.
 - A preliminary report is due in 40 days
 - A final report is due in 60 days
- Equipment (to be provided by the Contractor)
 - Internet server providing a secure website for posting and editing portions of the report
 - Two Macintosh computers with at least one printer for use in preparing draft reports at the plenary sessions
 - Collating copy machine for preparing copies of draft reports at the plenary sessions

Deliverables

Because of the short timescale for the completion of this task, the task plan is also considered a deliverable in addition to the preliminary and final reports

- Task plan, in response to this task request
- Preliminary report in the form of a 1-hour presentation given to the Associate Administrator for Space Science
- Final report in the form of a 75-page black and white document and a 1-hour presentation given to the Associate Administrator for Space Science.
 - Acknowledgements, 1 page
 - Executive summary, 5 pages
 - Methodology, 5 pages

- Report on strengths and weaknesses of the 10 options, 60 pages
- References, 4 page

ATTACHMENT 3

Comments/ Questions and Answers/Responses from the Draft Solicitation

Question/Comment 1:

Paragraph L.9, PROPOSAL PREPARATION AND SUBMISSION—SPECIAL INSTRUCTIONS, E. TECHNICAL PROPOSAL – VOLUME I, 1., FACTOR 1 – MISSION SUITABILITY:

b. Subfactor 2 – Management, 6.

and

c. Subfactor 3 – Small Disadvantaged (SDB) Participation (in the SIC Major Groups as Determined by the Department of Commerce)

Both of these evaluation Subfactors discuss the inclusion in the Technical Volume of the offeror's Subcontracting Plan and the information that will be contained therein. In order for NASA to thoroughly evaluate our Subcontracting Plan, we would like to submit our DCMC approved Master Subcontracting Plan as well as a contract-specific Plan. However, the Master Plan is approximately 13 pages and the contract-specific Plan including targets is approximately 6 pages. Will NASA consider excluding the Subcontracting Plan (e.g., as an Appendix) from the 30-page limitation in the Technical Volume? As an alternative, would it be acceptable to move the Subcontracting Plan to the Cost Volume while leaving just the discussion addressing Subfactor 3 in the Technical Volume?

Answer/Response 1:

The information requested by Subfactor 2 – Management, Item 6.

and Subfactor 3 – Small Disadvantaged (SDB) Participation (in the SIC Major Groups as Determined by the Department of Commerce) will be excluded from the page limitation. The page limitation will be reduced to 25 pages (excluding resumes, evidence of key personnel commitment, and Small Business Subcontracting Plan) and plan required by Subfactor 3. Paragraph L.8 PROPOSAL PAGE LIMITATIONS will be revised.

Question/Comment 2:

Will the Government identify the type of Task Order; i.e., Firm Fixed Price or Cost Plus Fixed Fee, at the time the request for Task Plan is released? Type of contract has significant pricing and risk implications that must be considered by the contractor when developing the Task Plan. Without this vital information, the tasks cannot be fairly priced.

Answer/Response 2:

The Government will provide the type of task order anticipated when a fixed price task order is issued for delivery of a task plan. However, the resultant type (firm fixed or cost plus fixed fee) of task order for work set forth in C. 1, Statement of Work, will be negotiable. Paragraph B.4 TASK ORDER TYPE will be revised.

Question/Comment 3:

Please specify which sample tasks should be priced as Firm Fixed Price, and which should be priced as Cost Plus Fixed Fee.

Answer/Response 3:

Based on the information provided in the sample tasks, offerors shall propose the type they consider appropriate.

Question/Comment 4:

Section J, Exhibit C, MINIMUM QUALIFICATIONS FOR LABOR CATEGORIES:

For reasons of compensation fairness and equitable pricing, contractors must consider the combined education and experience profile of each employee in determining the proper position description and compensation to be granted for employment. The situation often arises where two equally capable (and therefore equally compensated) employees have different combinations of education and experience. To normalize such profile differences, most contractors use the "rule-of-thumb" that a Masters Degree is equivalent to 2 additional years of experience, and a Doctors Degree is equivalent to 5 additional years of experience – when comparing an advanced degree individual to someone with a Bachelors Degree. Will the Government consider adding such an "equivalent experience rule" to be used in lieu of an advanced degree for qualifying contractor staff to the relevant Labor Categories cited in Section J, Exhibit C?

Answer/Response 4:

No. Many of the positions include "journey level" as well as "senior level" minimum qualifications which is considered fair and reasonable for categorizing individual employees.

Question/Comment 5:

ATTACHMENT 2, SAMPLE TASK ORDERS, Task 3. Pluto 6 Anomaly Study: Under the *third* bullet the Task Order Request identifies four study panel members. In the paragraph immediately following this list **two** of these members, Dr. FE and Dr. JY are identified as premiere consultants. The next sentence states: "The other three named members are senior engineers." Should this be: "The other **two** named members..." or is there another panel member missing from the list provided?

Answer/Response 5:

There should be **two** named members. Sample task 3 will be revised accordingly.

Question/Comment 6:

PART I – THE SCHEDULE, Section E – Supplies And/Or Services And Prices/Cost, 8.7 ADVANCE AGREEMENT ON RATES FOR PRICING TASK ORDERS: The note at the end of this section states that "....the Government **may** require expertise at a labor rate higher than the schedule rates set forth above. However, the Contractor shall utilize the study manager hourly rate for pricing purposes. These occasions will require approval of the Associate Administrator of the Office of Space Science." Section G.5 TASK ORDERING PROCEDURE strongly implies that the Contracting Officer will use the "appropriate cost information" (determined by the Contractor with the Section B hourly labor rates) **to** specify the maximum dollar amount of the issued Task Order. If the situation arises where an evaluation expert must be paid more than the contractually specified pricing rate for the study manager (e.g., Sample Task 3), how will the Contractor be compensated for these additional labor costs since they have not been factored into the requested cost estimate? How will such compensation be addressed under a CPFF Task Order; how will it be addressed under a FFP Task Order? Also, please address the time required to obtain the AA/OSS's approval for higher labor rates, and its potential impact on the timely performance of the task. Specifically, will the Contractor be at risk if he must acquire the expert's services before a higher rate can be approved?

Answer/Response 6:

After further consideration, the note in 6.7 ADVANCE AGREEMENT ON RATES FOR PRICING TASK ORDERS will be revised. If the Government requires expertise at a labor rate higher than the schedule rates, total cost or price of the task order will include a fair and reasonable dollar amount for such experts.

In most instances, the task order for a task plan will have identified the premier consultant and Office of Space Science concurrence will have been obtained prior to issuance of task request. On occasion when concurrence is required after request for task plan is issued, it is anticipated that concurrence will take 5 working days. In the event concurrence delays timely submission of task plan, E.2 CONSEQUENCES OF CONTRACTOR'S FAILURE TO DELIVER TASK PLANS ON TIME will not apply.