

CONTRACT NNL05AA01B

(Contract)

The following information has been determined to be exempt from disclosure and has been deleted from the contract:

- Section H.7 Small Disadvantaged Business Participation – Contract Targets: Names of Subcontractors, pages 14 and 15
- Exhibit B – Safety and Health Plan, 39 pages
- Exhibit C – Subcontracting Plan, 29 pages
- Exhibit D – Organizational Conflict of Interest Avoidance Plan, 7 pages
- Section H.16 Schedule of Rates for Pricing Task Orders, Non-Labor Related Indirect Rates, pages 19-21

The Safety and Health Plan, Subcontracting Plan and Organizational Conflict of Interest Avoidance Plan are replete with proprietary information. Because there are no reasonably segregable portions that are subject to release, these plans are being withheld in their entirety.

The deleted material is exempt from disclosure under 14 C.F.R. 1206.300(b)(4) which covers trade secrets and commercial or financial information obtained from a person and privileged and confidential information. It has been held that commercial or financial material is “confidential” for purposes of this exemption if its disclosure would be likely to have either of the following effects: (1) impair the Government’s ability to obtain necessary information in the future; or (2) cause substantial harm to the competitive position of the person from whom the information was obtained, National Parks and Conservation v. Morton, 498 F2d 765 (D.C. Cir. 1974).

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

C9

PAGE OF PAGE(S)

1 34

CONTRACT NO. (Proc. Inst. Ident.) NO.

NNL05AA01B

3. EFFECTIVE DATE

April 8, 2005

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

See Block 14.

5. ISSUED BY:

CODE

National Aeronautics and Space Administration
Langley Research Center, 9A Langley Blvd.
Hampton, VA 23681-2199

6. ADMINISTERED BY (If other than Item 5)

CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP code)

Science Applications International Corporation, Technology Services Company
10260 Campus Point Drive, San Diego CA 92121
c/o One Enterprise Parkway
Suite 300, Hampton VA 23666
DUNS-14-809-5086

8. DELIVERY

Destination

FOB ORIGIN

OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN:

ITEM

12.

CODE OT5L1

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

12. PAYMENT WILL BE MADE BY:

CODE

Financial Management Division, M/S 175
NASA Langley Research Center
Hampton, VA 23681-2199

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

10 U.S.C. 2304(c) ()

41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA

PR: 4200107035 \$1,002,000.00 (Complete)

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QTY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

0001

Space Science Evaluations, Assessments, Studies, Services and Support

Maximum
Minimum

\$110,000,000.00
\$1,000,000.00

15G. TOTAL AMOUNT OF CONTRACT \$

16. TABLE OF CONTENTS

(√)	SEC.	DESCRIPTION	PAGE(S)	(√)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
√	A	SOLICITATION/CONTRACT FORM	1	√	I	CONTRACT CLAUSES	23-33
√	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2				
√	C	DESCRIPTIONS/SPECS./WORK STATEMENTS	3-5	√	J	LIST OF ATTACHMENTS	34
√	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
√	E	INSPECTION AND ACCEPTANCE	7		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
√	F	DELIVERIES OR PERFORMANCE	8		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
√	G	CONTRACT ADMINISTRATION DATA	9-11		M	EVALUATION FACTORS FOR AWARD	
√	H	SPECIAL CONTRACT REQUIREMENTS	12-22				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number NNL04046538R including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

Parri Y. Engelsen
Business Unit Director of Contracts/
Assistant VP for Administration

20A. NAME OF CONTRACTING OFFICER

C. Tom Weih

19B. NAME OF CONTRACTOR

BY 
(Signature of person authorized to sign)

19C. DATE SIGNED

April 8, 2005

20B. UNITED STATES OF AMERICA

BY 
(Signature of Contracting Officer)

20C. DATE SIGNED

April 8, 2005

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE FURNISHED

Except as may be expressly stated in the task orders as furnished by the Government, the Contractor shall provide all resources as specified in Task Orders issued pursuant to Clause H.14, Task Ordering Procedure, that are necessary to perform the requirements delineated in the Section C, Statement of Work.

B.2 MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE

The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated through the issuance of task orders, shall be \$1,000,000. There will be no further obligation on the part of the Government to issue additional task orders thereafter. The total maximum value is \$110 million for the 5-year period of performance.

B.3 ESTIMATED COST AND FIXED FEE

The estimated cost and fixed fee of the contract is the sum of the estimated cost and fixed fee set forth for individual Task Orders issued by the Government pursuant to H.14, Task Ordering Procedure.

B.4 CONTRACT FUNDING

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is the amount set forth in Task Orders. This allotment is for the performance of work in accordance with the limitations and completion dates as set forth in task orders authorized by the Contracting Officer.
- (b) An additional amount is obligated under each Task Order for payment of fee.
- (c) The Limitation of Funds Clause FAR 52.232-22 (APR 1984) applies at the Task Order level.

SECTION C – STATEMENT OF WORK

C.1 STATEMENT OF WORK – EVALUATIONS, ASSESSMENTS, STUDIES AND SERVICES AND SUPPORT**1.0 Scope and Objectives:**

The contractor shall provide the services and support described in this statement of work to support the Langley Research Center's Science Support Office (SSO) and other Langley offices as designated in Task Orders. The SSO supports the NASA Headquarters Office of Space Science (OSS), Office of Earth Science (OES) and other functional codes.

The specific requirements described in the scope of work shall be defined in Task Orders issued by the Contracting Officer in accordance with Section H, H.14 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 1996).

2.0 Background

Task orders will be issued for evaluations, assessments and studies as defined below in sections 3, 4 and 5. A typical Evaluation Team consists of a Voting Panel and sub-panels. The chairperson of each sub-panel and NASA representatives, one of whom will chair the evaluation as a whole, will serve on the Voting Panel. The sub-panels perform reviews of proposals being examined. Each sub-panel is comprised of experts in the areas being examined. Each reviewer reviews the proposals and submits their initial review results via a contractor provided web-based system, over a specified time period prior to a plenary evaluation meeting to develop draft consensus findings of strengths and weaknesses in the criteria for each. The web-based system prepares a report based on these findings. Sub-panels typically engage in a series of telecons over a specified period of time prior to a plenary meeting and develop draft consensus findings of strengths and weaknesses based on the criteria for each proposal. The draft consensus findings are then posted on the contractor's secure web site. At the plenary meeting, the draft consensus findings are reviewed by each sub-panel, and the results presented to the Voting Panel. The Voting Panel then guides each sub-panel on how to complete their findings so that they are suitable for use in debriefing the mission proposers. The Voting Panel rates the risk of each proposal based on the finding of the strengths and weaknesses, and the contractor prepares a final report of the results. The contractor may be required to provide a secure facility to conduct proposal reviews and discussion as specified in individual task orders.

3.0 Proposal and Mission Concept Evaluations:

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

3.1 Evaluations: Evaluation activities include, but are not limited to, the following:

- a. Preparing supplementary material to accompany Announcements of Opportunity (AOs). 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;
- b. Evaluating proposals in response to NASA Research Announcements (NRAs);
- c. Evaluating proposals in response to Cooperative Agreement Notices (CANs), or other Broad Agency Announcements (BAAs);
- d. Planning the logistics of the evaluations;
- e. Identifying expertise needed for the evaluations;
- f. Evaluating compliance with administrative requirements of the BAA;
- g. Evaluating scientific investigations proposed by offerors;

- h. Reporting on evaluation panel findings;
- i. Evaluating costs, to include technology development, space systems (including instruments) and related ground systems, and life-cycle costs.

4.0 Assessments:

The contractor shall conduct assessments of current and potential NASA programs. Types of assessments include, but are not limited to, technical; management; cost; risk; safety; environmental impact; mission trajectory; resource utilization; analyses of instruments, spacecraft and launch vehicle designs; systems engineering; fabrication; and assembly, test and launch operations.

4.1 Technical Assessments: Technical assessment activities include, but are not limited to, assessing the likely performance of technical systems and the impact of new technologies on technical systems.

4.2 Management Assessments: Management assessment activities include, but are not limited to, assessing the effectiveness of management systems, processes, and tools and assessing components of NASA programs.

4.3 Cost Assessments: Cost assessment activities include, but are not limited to, estimating mission development and life-cycle costs and assessing cost risk.

5.0 Studies:

The contractor shall conduct the following types of studies: Management, scientific, and technical.

5.1 Management Studies: Management study activities include, but are not limited to, gathering information and analyzing options for possible management systems; gathering information and analyzing the structure, performance and effectiveness of actual management systems in NASA programs and in similar endeavors.

5.2 Scientific Studies: Scientific study activities include, but are not limited to, 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.

5.3 Technical Studies: Technical study activities include, but are not limited to, 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.

6.0 Quick Studies and Assessments:

The contractor shall perform studies and assessments as defined above in section 3. Assessments, and section 4. Studies. These assessments and studies shall take no more than three months to complete at a cost plus fixed fee not exceeding \$15,000. Such quick studies and assessments shall commence not later than 10 days after the contracting officer provides the contractor with a notice to proceed.

7.0 Information Management Services:

The contractor shall provide information management services including, but not limited to, web-based information management systems in support of evaluations, assessments, and studies; databases; quality management; reference documents; and web site development and maintenance. The contractor's personal computer (PC) based system shall be compatible with a MAC based system.

7.1 Web-based Information Management Systems: Web-based information management systems that support evaluations and assessments include secure (i.e., at a level of protection sufficient to prevent unauthorized access to source selection material) 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.

7.2 Databases: Databases to be maintained include the OES and OSS Solicitation Database, the Science Support Office (SSO) Reviewer Database, and other potential SSO databases. The SSO quality management effort includes, but is not limited to, documenting requirements for the products of the SSO; developing and maintaining templates for the SSO documents; and developing and maintaining checklists, process flow diagrams, and other process control tools.

7.3 Reference Documents: The information management system for reference documents shall support the preparation, verification, publication, distribution and posting on the web of documents that are meant to serve as a reference to both the proposing community and the science community.

7.4 Website Development and Maintenance: SSO Website support includes developing and maintaining the SSO links, web-based libraries, presentations from conferences, and other related requirements as needed.

8.0 Facilities and Administrative Support:

The contractor shall provide facilities and administrative support necessary to perform evaluations, assessments and studies.

8.1 Facilities: In support of the evaluations, the contractor shall, as required by Task Orders, provide secure facilities (i.e., at a level of protection sufficient to prevent unauthorized access to source selection material) for up to 100 people to conduct proposal evaluations and discussions. Facilities shall be secure to guard against access by unauthorized personnel at all times. Internet access and hook-ups shall be provided for all attendees. A separate area or room shall also be provided for up to four administrative support personnel to include space for a copier, computers for each support person and a printer.

8.2 Administrative Support: In conjunction with the evaluations, assessments, and studies, the contractor shall provide support for meetings, conferences 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. The explanatory materials include specifics about how the goals of the conference will be achieved. Logistical support includes audio-visual equipment, copiers, 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.

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-9	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT— SHORT FORM

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

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.211-15	SEP 1990	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

F.2 PERIOD OF PERFORMANCE (LaRC 52.211-91) (NOV 2002)

The period of performance of this contract shall be 60 months from the effective date of the contract.

F.3 DELIVERY REQUIREMENTS (LaRC 52.211-96) (APR 2002)

Delivery shall be f.o.b. destination:

National Aeronautics and Space Administration, Langley Research Center, Mail Stop 160, Hampton, VA 23681-2199, or as specified in each task order

F.4 PLACE(S) OF PERFORMANCE (LaRC 52.211-98) (OCT 1992)

The place(s) of performance shall be:

The Contractor's facility, at subcontractor facilities, and other sites as may be specified by task orders.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

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

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

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

NASA Langley Research Center
MS 175/ Accounts Payable
Hampton VA 23681

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

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

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

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

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

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

(i) Copy 1 NASA Contracting Officer

(ii) Copy 2 Auditor

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

(d) (1) Public vouchers for payment of fee shall be submitted through the Contracting Officer and paid by the designated billing office set forth below:

NASA Langley Research Center
MS 175/ Accounts Payable
Hampton VA 23681

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

(2) Fixed fee shall be paid in monthly installments based upon the percentage of completion of work as determined by the Contracting Officer. The following formulas are provided as a convenience for calculating the interim fee provided the formulas produce a reasonable percentage as compared to completion of work. You should show both formulas on the fee voucher, however, the maximum fee percentage for fee billing is the smaller of the percentages resulting from the application of the two formulas. If at any time the Contracting Officer determines that the fee percentage is not concert with the completion of work, the fee formula will be adjusted, or another methodology that results in comparative fee billing agree upon.

(#) $\frac{\text{Cost Incurred to Date}}{\text{Contract Estimated Cost}} = \quad \%$

(#) $\frac{\text{Months of Performance Expended to Date}}{\text{Contract Period of Performance (Months)}} = \quad \%$

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

G.3 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 Contracting Officer to administer such clause:

New Technology Representative
Office Code 212
NASA Langley Research Center
Hampton, VA 23681-2199

Patent Representative
Office Code 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. Inquires or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights--Retention by the Contractor

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.235-73	FEB 2003	FINAL SCIENTIFIC AND TECHNICAL REPORTS (Alternate II)(Feb 2003)
1852.244-70	APR 1985	GEOGRAPHIC PARTICIPATION IN THE AEROSPACE PROGRAM

H.2 SECURITY PROGRAM/NON-U.S. CITIZEN EMPLOYEE ACCESS REQUIREMENTS (LaRC 52.204-91) (OCT 2003)

a. Access to the LaRC by contractor non-U.S. citizen employees, including employees in permanent resident alien status, shall be approved in accordance with NPR 1371.2, "Procedures and Guidelines for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities", and LMS-CP-4850-- "Non-U.S. Citizen(s)/Foreign Representative(s) Visitor Approval". Administrative processing requires advance notice of between 20 to 45 days depending on the nationality of the non-U.S. citizen. Access authorization shall be for a maximum of one year, and must be reevaluated annually. Non-U.S. citizen employees must be under escort at all times while on Center by a U.S. citizen issued a LaRC identification badge.

b. Request for Center access in excess of 90 days requires that a background investigation be conducted on the non-U.S. citizen employee. The processing of a background investigation requires the submittal of a NASA Form 531, "Name Check Request," and a fingerprint card application. Normal processing time for a background investigation is approximately 90 days. A favorably adjudicated background investigation shall allow non-U.S. citizen contractor employee limited unescorted access to the Center. Access shall be limited to work areas identified and deemed necessary and entry and egress to that site.

H.3 UNESCORTED ACCESS BY U.S CITIZEN CONTRACTOR EMPLOYEES (LaRC 52.204-102) (NOV 2002)

Visits by U.S. citizen contractor employees that are expected will exceed 90 days will require the employee to undergo a Background Investigation. All Contractor employees must, as a minimum, have a favorably adjudicated NASA Agency Check (NAC). However, a NAC is not required if the Contractor can certify that an employee has an active United States Government Security Clearance, (IAW requirements of Executive Order #12968), or has been the subject of a prior favorable NAC investigation.

For contractor employees requiring a NAC, the Contractor shall require its employees to submit a "Name Check Request" (NASA Form 531), an "Authorization for Release of Credit Reports" (NASA Form 1684), and a completed FD-258, "Applicant Fingerprint Card" to the LaRC Badge and Pass Office, Mail Stop 232. Fingerprint cards will be completed at the Badge and Pass Office only. Normal processing time for a NASA NAC is approximately 60 days.

H.4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (LaRC 52.204-104) (JAN 2002)

- (a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its Confidential Business Information (CBI).
- (b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:
- (1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;
 - (2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.
- (c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the CBI to perform the assisting contract.
- (d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.
- (e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of CBI by the subcontractor.

H.5 OBSERVATION OF REGULATIONS AND IDENTIFICATION OF CONTRACTOR'S EMPLOYEES (LaRC 52.211-104) (APR 2002)

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 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 LaRC 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 upon employee termination or contract completion, badges shall be returned to the NASA LaRC

Badge and Pass Office. It is agreed and understood that all NASA identification badges remain the property of NASA and the Government reserves the right to invalidate such badges at any time.

C. Employee Outprocessing--The Contractor shall ensure that all employees who are terminated or no longer connected with work being performed under this contract are out processed through the LaRC Badge and Pass Office. Badges and keys must be accounted for and returned.

H.6 INCORPORATION OF SECTION K OF THE PROPOSAL BY REFERENCE
 (LaRC 52.215-107) (NOV 2002)

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

H.7 SMALL DISADVANTAGED BUSINESS PARTICIPATION--CONTRACT TARGETS
 (LaRC 52.219-91) (OCT 2002)

(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 this contract are as follows: (See Internet at <http://www.census.gov/epcd/www/naics.html> for Department of Commerce NAICS Industry Subsectors.)

	Department of Commerce NAICS Industry Subsectors	Dollar Target	Percent of Contract Value
I. <u>Basic Contract</u> <u>Period</u>			
Year 1	<u>541710</u>	<u>2,200,000</u>	<u>10%</u>
Year 2	<u>541710</u>	<u>2,200,000</u>	<u>10%</u>
Year 3	<u>541710</u>	<u>2,200,000</u>	<u>10%</u>
Year 4	<u>541710</u>	<u>2,200,000</u>	<u>10%</u>
Year 5	<u>541710</u>	<u>2,200,000</u>	<u>10%</u>
	Total	<u>11,000,000</u>	<u>10%</u>

(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):

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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 Department of Commerce NAICS Industry Subsectors is as follows:

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

H.8 RIGHTS TO PROPOSAL DATA (TECHNICAL) (FAR 52.227-23) (JUN 1987)

Except for data contained on pages ALL PAGES, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated 16 August 2004 upon which this contract is based.

H.9 RESERVED

H.10 RESERVED

H.11 LIMITATION OF FUTURE CONTRACTING (NASA 1852.209-71) (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 the conflicts are:

(1) 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 favor its own products or capabilities and obtain an unfair competitive advantage for future competitive procurements managed by NASA and/or the Jet Propulsion Laboratory (JPL).

(2) The contractor shall be required to conduct evaluations of proposals and competitive mission concepts. Such effort may be determined to be a conflict of interest in accordance with FAR 9.505-3. As such, the contractor may be in a position to favor its own capabilities and products, thus creating a potential conflict of interest.

(3) The contractor may also have access to proprietary information and to various other types of data. As such, the contractor would be in a position to obtain non-public information, thus, creating a potential conflict of interest.

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

(1) If the Contractor, under the terms of this contract, or through the performance of task orders pursuant to this contract, is required to develop specifications or statements of work 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) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to conduct evaluations of proposals and competitive mission concepts, the Contractor shall be ineligible to perform the work described in that Announcement of Opportunity (AO), NASA Research Announcement (NRA), Cooperative Agreement Notice (CAN), or other Broad Agency Announcement (BAA) as the contractor 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.

(3) 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 other companies.

H.12 ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN

The Contractor shall notify the Contracting Officer in writing and telephonically should an adverse conflict of interest situation arise in advance of entering into or performing a task order. Meetings regarding OCI issues will be called on an ad-hoc basis by either the Contractor or the Contracting Officer.

H.13 ORGANIZATIONAL CONFLICT OF INTEREST AVOIDANCE PLAN

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

H.14 TASK ORDERING PROCEDURE (NFS 1852.216-80) (October 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 to include the Statement of Work, period of performance, and any other information that may be required for the performance of the task.

(c) Within 7 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan, which shall include, but not be limited to, technical approach to completing the work, proposed cost and fee estimate (See H.16, Schedule of Rates for Pricing Task Orders), and any other information pertinent to the completion of the task order.

(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) Cost-Plus-Fixed Fee.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

(7) Delivery/performance schedule including start and end dates.

(8) Accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 7 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

H.15 EXPORT LICENSES (NFS 1852.225-70) (FEB 2000)

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

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

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

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

H.16 SCHEDULE OF RATES FOR PRICING TASK ORDERS**A. RATE INFORMATION**

The total cost for each task order issued shall include the number of labor hours negotiated for each task multiplied by the appropriate labor category rate indicated below. Materials, travel and subcontracting costs may be included on individual task orders if needed in direct support of the task. Travel, publication and communication services, and conference room rental will be negotiated on an individual task order basis. The reasonableness of any material, travel, and subcontracting costs proposed will be evaluated and determined for each individual task order.

The Contractor may incur costs under this contract only in performance of task orders and task order modifications. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

B. COST-PLUS-FIXED-FEE RATES

The following is a list of labor categories and their associated "fully burdened" fixed hourly rates for regular time that are applicable to the Statement of Work, Section C, and are to be used for establishing the estimated value for each individual task order issued.

Note: "Fully burdened" includes all applicable direct and indirect costs such as leave, fringes, management, administration, purchasing, facility expense, which are a part of the Contractor's established accounting procedures. It does not include fee.

The Government will issue cost-plus-fixed-fee task orders using the labor rates set forth below.

Contract Year 1

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
		<u>SAIC/TSC</u>	<u>SAIC/R&D</u>
Study Manager	Dollar	122.16	112.48
Senior Scientist	Dollar	91.05	131.80
Scientist	Dollar	72.73	
Senior Engineer	Dollar	98.99	131.80
Engineer	Dollar	72.73	
Senior Management Analyst	Dollar	91.05	112.48
Senior Mathematician/Analyst	Dollar	76.43	
Mathematician/Analyst	Dollar	61.60	
Senior Analyst (WWW Support)	Dollar	72.73	
Senior Analyst (MIS Support)	Dollar	61.60	
Editor/Technical Writer	Dollar	44.79	
Clerical/Secretarial (General)	Dollar	28.29	34.99
Clerical/Secretarial (Conference)	Dollar	33.49	
<u>Non-Labor Related Indirect Rates</u>			
	<u>Unit</u>	<u>Rate</u>	<u>Application Base</u>
G & A Rate	Dollar	████████	TVACI
Category A Service Center- Management/Admin Support	Dollar	████████	TCI

Contract Year 2

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
		<u>SAIC/TSC</u>	<u>SAIC/R&D</u>
Study Manager	Dollar	124.51	113.60
Senior Scientist	Dollar	92.79	133.11
Scientist	Dollar	74.12	
Senior Engineer	Dollar	100.88	133.11
Engineer	Dollar	74.12	
Senior Management Analyst	Dollar	92.79	113.60
Senior Mathematician/Analyst	Dollar	77.89	
Mathematician/Analyst	Dollar	62.78	
Senior Analyst (WWW Support)	Dollar	74.12	
Senior Analyst (MIS Support)	Dollar	62.78	
Editor/Technical Writer	Dollar	45.65	
Clerical/Secretarial (General)	Dollar	28.83	35.34
Clerical/Secretarial (Conference)	Dollar	34.14	
<u>Non-Labor Related Indirect Rates</u>			
	<u>Unit</u>	<u>Rate</u>	<u>Application Base</u>
G & A Rate	Dollar	████████	TVACI
Category A Service Center- Management/Admin Support	Dollar	████████	TCI

Contract Year 3

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
		<u>SAIC/TSC</u>	<u>SAIC/R&D</u>
Study Manager	Dollar	126.96	114.72
Senior Scientist	Dollar	94.62	134.43
Scientist	Dollar	75.58	
Senior Engineer	Dollar	102.87	134.43
Engineer	Dollar	75.58	
Senior Management Analyst	Dollar	94.62	114.72
Senior Mathematician/Analyst	Dollar	79.43	
Mathematician/Analyst	Dollar	64.02	
Senior Analyst (WWW Support)	Dollar	75.58	
Senior Analyst (MIS Support)	Dollar	64.02	
Editor/Technical Writer	Dollar	46.55	
Clerical/Secretarial (General)	Dollar	29.40	35.69
Clerical/Secretarial (Conference)	Dollar	34.81	
<u>Non-Labor Related Indirect Rates</u>			
	<u>Unit</u>	<u>Rate</u>	<u>Application Base</u>
G & A Rate	Dollar	██████████	TVACI
Category A Service Center- Management/Admin Support	Dollar	██████████	TCI

Contract Year 4

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
		<u>SAIC/TSC</u>	<u>SAIC/R&D</u>
Study Manager	Dollar	129.46	115.86
Senior Scientist	Dollar	96.49	135.77
Scientist	Dollar	77.07	
Senior Engineer	Dollar	104.90	135.77
Engineer	Dollar	77.07	
Senior Management Analyst	Dollar	96.49	115.86
Senior Mathematician/Analyst	Dollar	80.99	
Mathematician/Analyst	Dollar	65.28	
Senior Analyst (WWW Support)	Dollar	77.07	
Senior Analyst (MIS Support)	Dollar	65.28	
Editor/Technical Writer	Dollar	47.47	
Clerical/Secretarial (General)	Dollar	29.98	36.04
Clerical/Secretarial (Conference)	Dollar	35.50	
<u>Non-Labor Related Indirect Rates</u>			
	<u>Unit</u>	<u>Rate</u>	<u>Application Base</u>
G & A Rate	Dollar	██████████	TVACI
Category A Service Center- Management/Admin Support	Dollar	██████████	TCI

Contract Year 5

<u>Labor Category</u>	<u>Unit</u>	<u>Burdened Hourly Rate</u>	
		<u>SAIC/TSC</u>	<u>SAIC/R&D</u>
Study Manager	Dollar	132.02	117.01
Senior Scientist	Dollar	98.39	137.11
Scientist	Dollar	78.60	
Senior Engineer	Dollar	106.97	137.11
Engineer	Dollar	78.60	
Senior Management Analyst	Dollar	98.39	117.01
Senior Mathematician/Analyst	Dollar	82.59	
Mathematician/Analyst	Dollar	66.57	
Senior Analyst (WWW Support)	Dollar	78.60	
Senior Analyst (MIS Support)	Dollar	66.57	
Editor/Technical Writer	Dollar	48.40	
Clerical/Secretarial (General)	Dollar	30.57	36.40
Clerical/Secretarial (Conference)	Dollar	36.20	
<u>Non-Labor Related Indirect Rates</u>	<u>Unit</u>	<u>Rate</u>	<u>Application Base</u>
G & A Rate	Dollar		TVACI
Category A Service Center- Management/Admin Support	Dollar		TCI

Note: On occasion, expertise may be required 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 shall include a fair and reasonable dollar amount for such expertise. These occasions will require approvals of the Associate Administrator of the Office of Space Science and the Contracting Officer.

H.17 HANDLING OF DATA

(a) "DATA" as used in this clause means recorded information, regardless of the form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, models, photos, lab notebooks, diagrams, drawings, information subject to the Privacy Act, information of a scientific or technical nature, computer software (including computer programs, computer data bases, and documentation thereof), and information of a commercial or financial nature.

(b) In the performance of this contract the Contractor will have access to, be furnished, generate, or use one or more of the following categories of DATA:

- (1) DATA of third parties that the Government has agreed to handle under protective arrangements (see 18 U.S.C. 1905);
- (2) Government DATA, the use and dissemination of which the Government intends to control or is required to control by law (including, but not limited to, export controlled information such as ITAR, 22 C.F.R. Parts 120-130 and EAR, 15 C.F.R. Parts 730-799; and NASA Administratively Controlled Information (see NASA NPG 1620.1); or
- (3) DATA that the Contractor will create or assist in creating under this contract that the Government has agreed to handle under protective arrangements or indicates that it intends to control.

(c) In order to protect the interests of the Government and the owners, licensors and licensees of such DATA, the Contractor agrees, with respect to any of the types of DATA identified in paragraph (b), above, that is either marked with a restrictive legend, specifically identified to the Contractor as DATA

being generated and to be marked with a restrictive legend, or otherwise identified in writing by the Contracting Officer or his or her representative as being subject to this clause, to:

(1) Use, disclose, and reproduce such DATA only to the extent necessary to perform the work required under this contract;

(2) Allow access to such DATA only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such DATA by the Contractor's personnel outside of that portion of the Contractor's organization needed for the performance of the Contractor's duties under this contract; and

(4) Return or dispose of such DATA, as the Contracting Officer or his or her representative may direct when the DATA is no longer needed for contract performance.

(d) In the event that DATA includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor shall inform the Contracting Officer of such condition. Notwithstanding the ambiguous or unauthorized nature of such a legend, as long as the legend provides an indication that a restriction on the use or disclosure was intended, the Contractor shall treat such DATA pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Subject to the notice requirements in (f), below, the Contractor shall not be restricted in the use, disclosure, and reproduction of DATA that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor or its employees;

(2) Is known to the Contractor at the time of disclosure; has been disclosed to the Contractor without restriction from the Government; or has been independently developed by the Contractor outside of the Contractor's activities under this contract;

(3) Has become known to the Contractor without similar restrictions from a source other than the Government or any party having work performed under this contract, that source having the right to disclose such DATA; or

(4) The Contractor is required to produce such DATA pursuant to a court order or similar Government action.

(f) If the Contractor believes that any event or condition removes the restrictions on their use, disclosure, or reproduction of DATA, the Contractor shall promptly notify the Contracting Officer in writing of such belief before acting on such belief, and, in any event, shall give written notice to the Contracting Officer before unrestricted use, disclosure, or reproduction of such DATA.

(g) Before the contractor has access to DATA identified in paragraph (b) above, the Contractor shall provide the Contracting Officer an acceptable written plan by which it intends to assure that its personnel who have or might reasonably have access to any such DATA will honor the Contractor's obligation to safeguard such DATA. Should the Contracting Officer consider the proposed plan inadequate, the Contractor will be advised of the inadequacy and the Contractor will provide a revised plan. The Contracting Officer may suspend work under this contract, at no cost to the Government, until such time as the written plan of the Contractor is considered acceptable to the Contracting Officer.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-- MODIFICATIONS
52.215-13	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS
52.215-14	OCT 1997	INTEGRITY OF UNIT PRICES
52.215-15	JAN 2004	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-18	OCT 1997	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA -- MODIFICATIONS (ALTERNATE IV) (OCT 1997)
Insert (b): Provide information described below: <u>The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408</u>		
52.216-7	DEC 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II) (OCT 2001)
52.219-16	JAN 1999	LIQUIDATED DAMAGES SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT FOR OVERTIME PREMIUMS Insert "\$0 (Zero)" in paragraph (a).
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	DEC 2003	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT (ALTERNATE I) (APR 1984)
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-11	JUN 1997	PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) (AS MODIFIED BY NFS 1852.227-11) (MAY 2002)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) AS MODIFIED BY 1852.227-14 NASA FAR SUPPLEMENT (OCT 1995)
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	JUN 1996	INTEREST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION
Insert <u>No later than 15 days prior to the submission of the first request for payment</u> in Paragraph (b)(1).		
52.233-1	JUL 2002	DISPUTES (ALTERNATE I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS

52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST-REIMBURSEMENT (ALTERNATE V) (APR 1984)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	APR 2003	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-5	JUN 2003	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND- MATERIAL, OR LABOR-HOUR CONTRACTS)
52.246-25	FEB 1997	LIMITATION OF LIABILITY -- SERVICES
52.249-6	MAY 2004	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.227-70	MAY 2002	NEW TECHNOLOGY
1852.235-70	FEB 2003	CENTER FOR AEROSPACE INFORMATION
1852.243-71	MAR 1997	SHARED SAVINGS

I.2 CLAUSES IN FULL TEXT

The clauses listed below follow in full text:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.216-18	OCT 1995	ORDERING
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-22	OCT 1995	INDEFINITE QUANTITY
52.219-4	JAN 1999	NOTICE OF EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-23	JUN 2003	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS
52.219-25	OCT 1999	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING
52.244-2	AUG 1998	SUBCONTRACTS (ALTERNATE I)
52.252-2	FEB 1998	CLAUSES INCORPORATED BY REFERENCE
1852.215-84	OCT 2003	OMBUDSMAN (ALTERNATE I) (JUN 2000)
1852.219-75	MAY 1999	SMALL BUSINESS SUBCONTRACTING REPORTING

I.3 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 60 months from the effective date of the contract.

(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.

I.4 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 less than \$1,000, 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 \$20,000,000;

(2) Any order for a combination of items in excess of maximum stated in Clause B.2; or

(3) A series of orders from the same ordering office within 10 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 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.

I.5 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 6 months from the end of the contract period of performance.

I.6 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.

Offer 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.

I.7 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (MAY 2001)

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

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

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

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

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

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

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

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

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

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

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

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

(ii) An otherwise successful offer 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));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

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

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

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

Offeror elects to waive the adjustment.

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

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

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

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

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

(2) A small disadvantaged business concern submitting an offer in its own name 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.

I.8 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-- DISADVANTAGED STATUS AND REPORTING (FAR 52.219-25) (OCT 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 subcontractors 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 identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) 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.

I.9 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) (ALTERNATE I) (AUG 1998)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**I.10 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)
(FEB 1998)**

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

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

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

**I.11 OMBUDSMAN (NFS 1852.215-84) (OCT 2003) (ALTERNATE I)
(JUN 2000)**

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman, Christine Darden, direct inquires to Panice H. Clark, NASA Langley Research Center, Mail Stop 134, Hampton, VA 23681-2199; phone (757) 864-2522; facsimile (757) 864-8541; email p.h.clark@larc.nasa.gov.

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

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

**I.12 SMALL BUSINESS SUBCONTRACTING REPORTING (NFS 1852.219-75)
(MAY 1999)**

- (a) The Contractor shall submit the Summary Subcontract Report (Standard Form (SF) 295) semiannually for the reporting periods specified in block 4 of the form. All other instructions for SF 295 remain in effect.
- (b) The Contractor shall include this clause in all subcontracts that include the clause at FAR 52.219-9.

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- Exhibit A Contract Documentation Requirements, 4 pages
- Exhibit B Safety and Health Plan, 37 pages
- Exhibit C Subcontracting Plan, 28 pages
- Exhibit D Organizational Conflict of Interest Avoidance Plan, 6 pages
- Exhibit E Quality Assurance Surveillance Plan (QASP), 4 pages

EXHIBIT A - CONTRACT DOCUMENTATION REQUIREMENTS

A. Monthly Financial Management Report

1. The Contractor shall submit a monthly financial management report as provided by the Section G clause entitled "NASA 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.

2. For this task order contract, a 533M shall be provided for the levels indicated below:

a. Each Authorized Task

b. Contract Total. (Column 9b shall reflect total estimated cost of the contract which is the sum of the estimated cost of all individual task orders plus fixed fee which is the sum of the fixed fee of all individual task orders.)

c. Due not later than the 10th operating day following the close of the Contractor's accounting period being reported.

d. Each NF533M shall include a narrative explanation for variances exceeding +-5 percent between estimated dollars shown in the prior month and actual dollars shown in the current month at the total contract level. (For example, the estimated dollars shown for June in column 8a. in the May 533M and the actual June dollars shown in column 7a. in the June 533M.)

3. The following minimum reporting categories shall be included in column 6 of this report.

Minimum reporting categories shall include:

a. Direct Labor Hours

b. Direct Labor Dollars

c. Overhead(s)

d. Subcontract

e. Material

f. Other Direct Cost

g. G&A

h. Total Estimated Cost

i. Fee

j. Total Estimated Cost and Fee

B. Monthly Technical Letter Progress Report -- The Contractor shall submit monthly technical letter reports for each task order describing progress of the task to date, noting all technical areas in which effort is being directed and indicating the status of work within these areas. Tasks may be summarized in one letter report, unless otherwise stipulated in individual task orders. 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. A statement of current and potential problem areas and proposed corrective action.
3. A discussion of work to be performed during the next report period.

The monthly progress report shall be submitted within 10 days after the end of each calendar monthly report period. A monthly report shall not be required for the period in which the final report is due.

C. Final Reports -- Each task order may require the Contractor to submit a final report, either formal or informal, which documents and summarizes the results. When a formal final Contractor report is required, it shall be submitted in accordance with the instructions contained in NASA FAR Supplement clause 1852.235-73, Final Scientific and Technical Reports. The specified number of approval copies shall be submitted within the time specified in the task orders.

D. Subcontracting Reports [Applicable to Large Businesses Only]

a. 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 forms.

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

b. The Contractor shall submit an SDB Participation Report in accordance with the Section I FAR Clause 52.219-25, Small Disadvantaged Business Participation Program -- Disadvantaged Status and Reporting. This report shall be submitted within 30 days after the end of each contract year.

E. Quality Plan -- Within 30 calendar days after the effective date of the contract, the Contractor shall submit a quality plan that addresses how the contract quality requirements will be met. The plan and subsequent revisions will be reviewed and approved by the Contracting Officer or the designated representative.

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 Reports (VETS-100) as required by this clause.

G. Interim patent rights report (Small Businesses and Nonprofit Organizations Only) - After the first anniversary date of the contract, the Contractor shall submit an annual list of all subject inventions to be disclosed as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due by March 31 of each year.

H. Final patent rights report (Small Businesses and Nonprofit Organizations Only) - The Contractor shall submit a listing of all subject inventions or certify that there were none as set forth in FAR 52.227-11 (as modified by 1852.227-11). This report is due prior to contract closeout.

I. Interim New Technology report (Large Businesses Only) - After the first anniversary date of the contract, the Contractor shall submit an annual list of subject inventions, certify that all subject inventions have been disclosed (or that there are no such inventions), and certify that the procedures required by paragraph (e)(1) of the New Technology clause have been followed as set forth in NFS 1852.227-70. This report is due by March 31 of each year.

J. Final New Technology report (Large Businesses Only)- The Contractor shall submit a list of subject inventions or certify that there were no such subject inventions, and list all subcontracts at any tier containing a patent rights clause or certify that there were no such subcontracts as set forth in NFS 1852.227-70. This report is due within 3 months after completion of the contracted work.

K. Invention disclosure reporting - The Contractor shall disclose each subject invention under the contract as set forth in FAR 52.227-11 (as modified by 1852.227-11). The electronic or paper version of NASA Form 1679, Disclosure of Invention and New Technology (Including Software) may be used for this reporting. Both the electronic and paper versions of this form may be accessed at <http://invention.nasa.gov>. Disclosures are required within two months after the inventor discloses it in writing to Contractor personnel who are responsible for patent matters.

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: Robert J. Rice, Mail Stop 126
Contract - **TBD**
Hampton, VA 23681-2199

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

1. A--Contract Specialist, Mail Stop 126
2. B--Contracting Officer Technical Representative, Mail Stop 160
3. C--New Technology Representative, Mail Stop 212
4. D--Cost Accounting, NF533@larc.nasa.gov
5. G--Office of Chief Financial Officer, Mail Stop 104
6. H--Patent Counsel, Mail Stop 212
7. J --According to instructions on form
8. L-As required by Task Order
9. M--Task Monitor
10. N --Langley Management System Project Office, Mail Stop 438
11. O -- Center STI Publication Manager, Mail Stop 196
12. P -- Industry Assistance Representative, Mail Stop 144

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 specifying the number of copies to be provided:

LETTER CODE AND DOCUMENT: DISTRIBUTION

1. Financial Management Report (NASA Forms 533M): A-1, B-1, D-1, G-1
2. Monthly Technical Letter Progress Report: A-1, B-1, L-1, M-1
3. Final Report: A-1, B-1, C-1, M-1, and as specified by the Contracting Officer
4. Copy of final report cover letter: O-1
5. Subcontracting Reports for Individual Contracts (Standard Form 294) and SDB Participation Report (Optional Form 312): A-1, P-1, J-1
6. Summary Subcontractor Report (Standard Form 295): J
7. Quality Plan: A-1, B-1, N-1
8. Federal Contractor Veterans Employment Report (VETS-100): J
9. New Technology/Patent Report: A-1, C-1, H-1
10. Invention Disclosure Report - A-1, C-1, H-1

D. When the Contract Specialist (A) is not designated above to receive a copy of a report or document, the Contractor shall furnish a copy of the report/document transmittal letter to the Contract Specialist. If delegated, the Contractor shall also furnish a copy of the transmittal letter and a copy of each Financial Management Report to the delegated Administrative Contracting Officer of the cognizant DoD (or other agency) contract administrative services component.

Quality Assurance Surveillance Plan (QASP)

1.0 Contract Specific Information

Contract Number: NNL05AA01B
Period of Performance: April 8, 2005 through April 7, 2010
Est. Value: \$110 million (maximum)
Name of Tech. Requester/COTR: Jennings B. Cherry
Description of Requirement: Space Science Evaluations, Assessments, Studies, Services and Support

2.0 Strategies and Scope

This QASP describes the approach the Technical Requester/Contracting Officer's Technical Representative (COTR) and Contract Specialist intend to use to monitor performance to assure that the contractor performs in accordance with terms and conditions of the contract. The goal is to balance the level of Government surveillance with the perceived impacts and risks of mission failure. The QASP is initially developed during the pre-solicitation phase of procurement in conjunction with the SOW development. The QASP shall be updated following contract award and updated during contract performance, as needed. In addition, the quality assurance surveillance plan shall recognize the responsibility of the contractor to carry out its quality control obligations in accordance with FAR 37.602-2.

3.0 Risk Assessment

Risk assessment and management is an integral part of contract development and administration. Potential risks to successful performance must be identified and assessed. Risk identification, prioritizations and mitigation actions are documented below:

Risk	Mitigation Strategy
Cost	Monitor monthly 533 reports and Past Performance Data Base (PPDB)
Schedule	Monitor monthly technical progress reports
Technical Performance	Monitor monthly technical progress reports

4.0 Resources

The plan for monitoring performance on this contract includes the delegation of technical monitoring responsibilities to a COTR, Mr. Jennings Cherry. The Contracting Officer may also delegate specific contract administration responsibilities to the DCAA and DCMA.

5.0 Surveillance Requirements

5.1 Description of Services/deliverables to be monitored and the Performance Metrics:

The following measurable inspection and acceptance criteria, which correspond to the performance standards contained in the statement of work under contract NNL05AA01B, are provided. This criteria identifies all work requiring surveillance and the specific deliverables or services to be monitored. The Performance Standard/Metric are set forth as follows:

CONTRACT/SOW REFERENCE	DESCRIPTION OF DELIVERABLE/SERVICE OR RISK TO BE MONITORED:	PERFORMANCE STANDARD OR METRIC
Contract Exhibit A and Task Order	Monthly Technical Reports	Contractor delivers monthly Technical Progress Reports complete and on time
Contract Exhibit A and Task Order	Final Technical Progress Report	Contractor delivers final technical progress report complete and on time
FAR 52.227-11 NFS 1852.227-11	New Technology/Patent rights	Contractor delivers annual/final reports complete and on time
FAR 52.232-22	Cost: Limitation of Funds	Adequate cost tracking and timely submission of notice by contractor
NFS 1852.242-73	NASA Financial Management Reporting (NF 533)	Accurate and timely submission of the NF 533
	NASA Financial Management Reporting (NF 533)	Submission of +/- 5% variance explanation with the 533M report
NFS 1852.223-70	Safety and Health	Compliance with Contractor's approved S&H Plan; number of incidents/severity
NFS 1852.223-75	Major Breach of Safety or Security	Compliance with reporting the safety or security breach
NFS 1852.225-70	Export Control	-No incidents of unauthorized disclosure -Compliance with obtaining appropriate licenses or other approvals required for exporting
Contract Exhibit C	Contractor's Subcontracting Plan	Compliance with approved plan
Contract Exhibit A FAR 52.219-9 NFS 1852.219-75	Subcontracting Reports	Accurate and timely submission of SF 294 and 295
FAR 42.302 NF 1430 and 1430A	Contract Administration-DCMA	Effective (timely and comprehensive) property system or records review
FAR 42.101 NF 1433	Contract Administration-DCAA	Timely rate information

5.2 Guidance and Reference Surveillance Documents

Documents that contain specific information on the performance requirements of the tasks/deliverables to be part of the surveillance approach include the following:)

Contract Terms and Conditions
SOW (All Sections) including Appendices
Applicable LMS Processes, NPR or NPDS
Applicable technical standards

6.0 Surveillance Approach and Methods

6.1 Approach

The focus of this QASP is on the level of performance required by the statement of work, rather than the methodology used by the contractor to achieve that level of performance. The overall surveillance goal is to obtain objective evidence and data that enables the Government to determine whether the contractor's program and processes are functioning as intended in accordance with the terms of the contract.

6.2 Methods of Surveillance

Listed below are the types of surveillance methods that shall be employed on this contract.

6.2.1 Management/Program reviews including:

Periodic Progress Meetings, if required
Periodic discussion of technical progress reports
Technical interchange meetings/telephone calls
Review of deliverables
Review of delivered reports

6.2.2 Inspection or audit activities including:

Periodic inspection/observation of work being performed
Periodic inspection/observation of completed work
Periodic DCAA or DCMA audits
Periodic Review of Contractor's Compliance with the approved Subcontracting Plan

6.2.3 Customer Feedback including:

Informal discussion with customers regarding performance
Formal survey of customer satisfaction with work performance
Assessment of Contractor's process for follow-up on customer complaints
Electronic Past Performance Database (NF 1680)

6.2.4 Management reports (information system reports) including:

Contractor generated data/reports useful in tracking/reporting on performance metrics.
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7.0 Documentation of Surveillance

Surveillance activities shall be documented thoroughly by the Government and shall include specific status of performance against objective performance criteria. As a minimum the following surveillance documentation requirements shall be maintained by the Government:

- Maintenance and tracking of contract reports and deliverables;

- Periodic review of technical progress reports and financial reports (533M);
- Periodic review of compliance with contract deliverables;
- Periodic inspection activities;
- Audit activities (e.g. DCAA, DCMA, Safety) as deemed necessary;
- Documentation of Customer feedback and PPDB (NF 1680) Contractor provided contract and task specific monthly progress reports reflecting performance against performance metrics.

Approval:

COTR *Jennings B. Perry*
Date: 4/13/05

Contracting Officer *Tomlinson*
Date: 4/13/05