
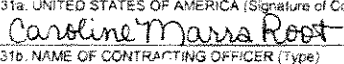


SOLICITATION/CONTRACT. OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. R. SITION NO.	PAGE 1 OF
				4200177658	38
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE	
NNJ07TA02Z	See Block 31c		NNJ07177658Q	11/7/06	
7. FOR SOLICITATION INFORMATION CALL	7a. NAME	7b. TELEPHONE NO.	8. OFFER DUE DATE/LOCAL TIME		
	Bradley Niese, Contract Specialist	(281) 483-3005	12/7/06 16:30 CST		
9. ISSUED BY	CODE	10. THIS ACQUISITION IS			
NASA Johnson Space Center Attn: BT/Bradley Niese 2101 NASA Parkway Houston, TX 77058-3698	BT	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUS. <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> EMERGING SMALL BUSINESS			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 766)	
<input type="checkbox"/> SEE SCHEDULE		5% minimum		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 766) NAICS: 561110 SIZE STANDARD: \$6,500,000	
15. DELIVER TO		16. ADMINISTERED BY		13b. RATING	
CODE BT NASA Johnson Space Center Attn: BT/ Jessica Corley 2101 NASA Parkway Houston, TX 77058-3698		See Block 15		DO-C9	
17a. CONTRACTOR/OFFEROR		18a. PAYMENT WILL BE MADE BY		14. METHOD OF SOLICITATION	
CODE Tecolote Research, Inc. 1 S. Los Cameros Road, Suite 125 Goleta, Ca 93117-5506	OBMBO	CODE LF231 NASA Johnson Space Center Attn: LF231 / Funding & Commercial Accounting Section 2101 NASA Parkway Houston, TX 77058		<input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
<input checked="" type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOW IN BLOCK 18a UNLESS BLOCK ON RIGHT IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
001	Constellation Program Cost Estimating Support See page 2 for additional information.		1	JOB	
25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (Govt. Use Only)		
PR 4200177658			Not-to-exceed \$8,800,000.00		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN			29. AWARD OF CONTRACT REFERENCE		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)		
					
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type)		31c. DATE SIGNED
Linda K. Williamson, GSA Contracts Manager		6 December 06	Caroline Marrs Root		1/19/07

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

Standard Form 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Continued from page 1. This is a Blanket Purchase Agreement (BPA) issued under GSA Multiple Award Schedule (MAS) 874-Mission Oriented Business Integrated Services (MOBIS). The terms and conditions in the GSA Contract shall apply to this contract and to the individual delivery orders issued against this BPA. Additionally, each delivery order shall contain NASA specific terms and conditions which are also applicable.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVT. REPRESENTATIVE			32f. TELEPHONE NO. OF AUTHORIZED GOVT REPRESENTATIVE	
			32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NO.	34. VOUCHER NO.	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NO.
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. SIR/ACCOUNT NO.	39. VOUCHER NO.	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE RECD	42d. TOTAL CONTAINERS

BACK

Standard Form 1449 (REV. 3/2005)

Section 2: ADDENDUM TO (FAR 52.212-4)(SEP 2005) CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS

1. **ESTIMATED PRICE FOR THE INDEFINITE DELIVERY/INDEFINITE QUANTITY REQUIREMENTS OF THE BLANKET PURCHASE AGREEMENT**

- a) The total estimated amount of this BPA is not-to-exceed \$8,800,000.
- b) The BPA value shall be calculated as the summation of the firm-fixed price task orders.
- c) The minimum amount of combined task orders required by services detailed in the contract shall be \$5,000.

(End of clause)

2. **BPA RATE PROVISION**

The purpose of this clause is to set forth the direct and indirect rates to be used in the subsequent negotiation and cost establishment of the BPA task orders in accordance with the Task Ordering Procedures set forth in Clause 9 Method of Placing Task Orders contained in this contract.

- (a) The contractor will use the fully burdened rates herein to determine the firm-fixed price of each task order. However, these rates shall exclude materials and travel, which are addressed below. As required, these fully burdened rates may be updated in accordance with changes in Tecolote GSA MOBIS Contract GS-10F-0002K and BAH MOBIS Contract GS-23F-9755H.

(Populate the following table with fully burdened labor rates in accordance with Offeror GSA Contract, MOBIS 874 Schedule):

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b4

(b) Travel: All travel costs shall be included in the firm-fixed price of the individual task orders placed under this BPA. Travel costs may include fee and shall be based on airfare and per diem rates in accordance with the most current official CONUS Per Diem Rates located at <http://www.gsa.gov/travelpolicy> and the contractor's DCAA approved accounting systems.

All costs for trips will be limited as follows:

1. Maximum allowable costs for lodging, meals and incidental expenses are limited to current Government-established per diem rates.
2. Maximum allowable cost for use of privately owned vehicles shall be restricted to the Federal Travel Regulations.
3. Allowable air travel expenses are limited to standard coach fare whenever it does not conflict with the ultimate purpose of the travel.

(c) Materials: Material costs shall be included in the firm-fixed price of the individual task orders placed under this BPA and shall be based on estimates derived from the contractor's DCAA approved purchasing, estimating, and accounting systems. Materials shall be at the contractor's cost, including, if appropriate, material handling costs and fee as a part of material cost.

(End of clause)

3. BPA FUNDING

BPA funding will be authorized by individual task orders issued by the contracting officer.

(End of clause)

4. COMPLIANCE WITH APPLICABLE CENTER POLICIES AND PROCEDURES

The contractor and subcontractor personnel (regardless of tier) working on-site at NASA Centers shall comply with all applicable center policies and procedures. The contractor shall keep itself and pertinent subcontractors up-to-date with the latest revisions of these policies and procedures. The contractor shall promptly take corrective action upon receipt of notice from the Contracting Officer of noncompliance with any applicable center policy or procedure.

(End of clause)

5. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)(JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

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

(End of clause)

6. SECURITY/BADGING REQUIREMENTS FOR FOREIGN NATIONAL VISITORS AND EMPLOYEES/REPRESENTATIVES OF FOREIGN CONTRACTORS (JSC 52.204-91) (JAN 2006)

(a) An employee of a domestic Johnson Space Center (JSC) contractor or its subcontractor who is not a U.S. citizen (foreign national) may not be admitted to the JSC site for purposes of performing work without special arrangements. In addition, all employees or representatives of a foreign JSC contractor/subcontractor may not be admitted to the JSC site without special arrangements. For employees as described above, advance notice must be given to the Security Office of the host installation [JSC or White Sands Test Facility (WSTF)] at least 3 weeks prior to the scheduled need for access to the site so that instructions on obtaining access may be provided. Contractors should be aware that approval for access to the site and issuance of a badge may take much longer than 3 weeks and sufficient lead time must be allowed to accommodate the approval process.

(b) All visit/badge requests for persons described in (a) above must be entered in the NASA Foreign National Management System (NFMMS) for acceptance, review, concurrence and approval purposes. When an authorized company official requests a JSC or WSTF badge for site access, he/she is certifying that steps have been taken to ensure that its contractor or subcontractor employees, visitors, or representatives will not be given access to export-controlled or classified information for which they are not authorized. The authorized company officials shall serve as the contractor's representative(s) in certifying that all visit/badge request forms are processed in accordance with JSC and WSTF security and export control procedures. No foreign national, representative, or resident alien contractor/subcontractor employee shall be granted access into JSC or WSTF until approved and processed through the NFMMS. Unescorted access will not be granted unless a favorable National Agency Check (NAC) has been completed by the JSC Security Office, and an approved NASA Foreign National Visitor Security/Technology Control Plan (STTCP), (previously called the Access Control Plan) has been submitted and approved.

(c) The contractor agrees that it will not employ for the performance of work onsite at the JSC or WSTF any individuals who are not legally authorized to work in the United States. If the JSC or WSTF Industrial Security

Specialist or the contracting officer has reason to believe that any employee of the contractor may not be legally authorized to work in the United States and/or on the contract, the contractor may be required to furnish copies of Form I-9 (Employment Eligibility Verification), U.S. Department of Labor Application for Alien Employment Certification, and any other type of employment authorization document.

The contractor agrees to provide the information requested by the JSC or WSTF Security Office in order to comply with NASA policy directives and guidelines related to foreign visits to NASA facilities so that (1) the visitor/employee/ representative may be allowed access to JSC or other NASA Centers for performance of this contract, (2) required investigations can be conducted, and (3) required annual or revalidation reports can be submitted to NASA Headquarters. All requested information must be submitted in a timely manner in accordance with instructions provided by JSC or any other Center to be visited.

(End of clause)

7. IDENTIFICATION OF EMPLOYEES (JSC 52.242-92) (AUG 2006)

At all times while on Government property the contractor, subcontractors, their employees, and agents shall wear badges which will be issued by the NASA Badging & Visitor Control Office, located in Building 110 at the Johnson Space Center (JSC), or at the Main Gate at the White Sands Test Facility (WSTF). JSC employee badges will be issued only between the hours of 7:30 a.m. to 4 p.m., Monday through Thursday, and 7:30 am to 12:00 pm on Friday. JSC visitor badges will be issued between the hours of 6 a.m. to 10 p.m., 7 days a week. WSTF employee badges will be issued only between the hours of 8 a.m. to 2 p.m., Monday through Friday. WSTF visitor badges will be issued on a 7-day-a-week, 24-hour-a-day basis. Resident aliens and foreign nationals/representatives shall be issued green foreign national badges.

Each individual who wears a badge shall be required to sign personally for the badge. The contractor shall be held accountable for issued badges and all other related items and must assure that they are returned to the NASA Badging & Visitor Control Offices upon completion of work under the contract in accordance with Security Management Directive (SMD) 500-15, "Security Termination Procedures." Failure to comply with the NASA contractor termination procedures upon completion of the work (e.g., return of badges, keys, CAA cards, clearance terminations, JSC Public Key Infrastructure (PKI)/special program deletions, etc.) may result in final payment being delayed.

(End of clause)

8. COMPLETION OF WORK

All work required under this BPA, including submission of all reports, shall be completed on or before five years from BPA award date contained in Block 3 of the Standard Form 1449 of this BPA.

(End of clause)

9. METHOD OF PLACING TASK ORDERS

Task Orders may be placed only by the contracting officer. Task Orders will be in writing on Optional Form 347 or orally, followed by written confirmation. Task Orders will be numbered in accordance with NFS 1804.7103(b)(5).

Each Task Order placed against this BPA shall consist of the following information:

- (a) Task Order number and BPA number;
- (b) Place of delivery or performance (including consignee);
- (c) Item/items ordered, including quantity, unit price, and amount of each;
- (d) Date of order, and required delivery date;
- (e) Name of person placing order;
- (f) Funding and appropriation data;
- (g) Procurement placement code;
- (h) Total amount;
- (i) Signature of the contracting officer.

Amendments to orders may be issued in the same manner as original orders. Each order or amended order shall contain a citation of funds from which payment for the supplies or services ordered shall be made.

(End of clause)

10. TASK ORDER PLACEMENT

A Task Order placed before the expiration of the BPA period of performance may be completed up to twelve months after the BPA expires.

(End of clause)

11. SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NASA 1852.204-76) (NOV 2004) (DEVIATION)

(a) The Contractor shall be responsible for information and information technology (IT) security when the Contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure, or where information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems, is stored, generated, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements.

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

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

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

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

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

(3) The Contractor shall ensure coordination of its incident response team with the NASA Incident Response Center and the NASA Security Operations Center.

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

(5) The Contractor shall provide NASA, including the NASA Office of Inspector General, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel

used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the Contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The Contractor shall ensure that all individuals who perform tasks as a system administrator, or have authority to perform tasks normally performed by a system administrator, demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services, network services, files storage, and/or web services, to someone else other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the Contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the Contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

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

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

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

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

(c) Physical and Logical Access Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) The Contractor shall insert this clause, including this paragraph (f), in all subcontracts when the subcontractor is required to --

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

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

(End of clause)

12. OMBUDSMAN (NASA 1852.215-84) (OCT 2003) (ALT I)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the preaward and post-award 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:

Randy K. Gish
Associate Director, Management
2101 NASA Parkway
Mail Code: AC
Houston, TX 77058
Phone: 281-483-0490
Fax: 281-483-2200
Email: randy.k.gish@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to

request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

13. SMALL BUSINESS SUBCONTRACTING REPORTING (NASA 1852.219-75) (MAY 1999) (APPLICABLE TO LARGE BUSINESS ONLY)

(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.

(End of clause)

14. NASA 8 PERCENT GOAL (NASA 1852.219-76) (JUL 1997)

(a) Definitions.

"Historically Black Colleges or University," as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

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

"Small disadvantaged business concern," as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

"Women-owned small business concern," as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

15. SAFETY AND HEALTH (SHORT FORM) (NASA 1852.223-72) (APR 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness; damage to or loss of equipment or property, or damage to the environment. NASA's safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce (including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures consistent with standard industry practice in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

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

(d) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. In situations where the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action. The Government may pursue appropriate remedies in the event the Contractor fails to promptly take the necessary corrective action.

(e) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (e) and any applicable Schedule provisions, with appropriate changes of designations of the parties, in subcontracts of every tier that exceed the micro-purchase threshold.

(End of clause)

16. MAJOR BREACH OF SAFETY OR SECURITY (NASA 1852.223-75) (FEB 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.

(b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.

(c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

17. EXPORT LICENSES (NASA 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 Johnson Space Center, where the foreign person will have access to export-controlled technical data or software.

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

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

(End of clause)

18. RIGHTS IN DATA—GENERAL (FAR 52.227-14) (AS MODIFIED BY NASA 1852.227-14) (JUN 1987)

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

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

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

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

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

"Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of such computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g)(3) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.

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

(b) Allocation of rights.

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

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to—

- (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause.

(c) Copyright—

(1) *Data first produced in the performance of this contract.* Unless provided otherwise in paragraph (d) of this clause, the Contractor may establish, without prior approval of the Contracting Officer, claim to copyright subsisting in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the Contracting Officer is required to establish claim to copyright subsisting in all other data first produced in the performance of this contract. When claim to copyright is made, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. For data other than computer software the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the Contractor grants to the Government and others acting in its behalf, a paid-up nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly by or on behalf of the Government.

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

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

(d) Release, publication and use of data.

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

extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract.

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

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

(ii) If the Government desires to obtain copyright in computer software first produced in the performance of this contract and permission has not been granted as set forth in paragraph (d)(3)(i) of this clause, the Contracting Officer may direct the contractor to assert, or authorize the assertion of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

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

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(2) or (g)(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer shall make written inquiry to the Contractor affording the Contractor 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

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

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

(3) This paragraph (e) does not apply if this contract is for a major system or for support of a major system by a civilian agency other than NASA and the U.S. Coast Guard agency subject to the provisions of Title III of the Federal Property and Administrative Services Act of 1949.

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

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph (g) of this clause, or the copyright notice required by paragraph (c) of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the Contractor's expense, and the Contracting Officer may agree to do so if the Contractor—

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the use of the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability with respect to the disclosure, use, or reproduction of any such data made prior to the addition of the notice or resulting from the omission of the notice.

(2) The Contracting Officer may also (i) permit correction at the Contractor's expense of incorrect notices if the Contractor identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

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

(1) When data other than that listed in subdivisions (b)(1)(i), (ii), and (iii) of this clause are specified to be delivered under this contract and qualify as either limited rights data or restricted computer software, if the Contractor desires to continue protection of such data, the Contractor shall withhold such data and not furnish them to the Government under this contract. As a condition to this withholding, the Contractor shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that are formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.

(2) [Reserved]

(3) [Reserved]

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

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

(End of clause)

19. ADDITIONAL DATA REQUIREMENTS (FAR 52.227-16) (JUN 1987)

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

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

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

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

(End of clause)

20. ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to -

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information

(End of clause)

21. RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as

their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend:

This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend:

Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

(1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.

(2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

(3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(4) Allow access to sensitive information only to those employees that need it to perform services under its contract.

(5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.

(6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to

protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

22. OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992)

(a) The on-site Government personnel observe the following holidays:

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day
- Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

(End of clause)

23. SHIPPING INSTRUCTIONS

All documentation shall be shipped to the addresses cited in the Data Requirement List (DRL)/Data Requirements Description (DRD).

Shipment of all other items shall be as follows:

Parcel Post Shipments and Freight Shipments

Ship to: NASA Johnson Space Center
Building 421
2101 NASA Parkway
Houston, TX 77058-3696

Mark for: Accountable Property Officer 807402
BPA / Task Order Number: NNJ07TA02Z
For reissue to: LW / Kelley Cyr, 281-483-6818

(End of clause)

**24. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1825.245-71)
(NOVEMBER 2004) ALTERNATE I (NOVEMBER 2004)**

(a) The Government property described in the clause at 1852.245-77, List of Installation- Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

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

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

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

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

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

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

(End of Clause)

25. LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77)(JULY 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment "Not Applicable". The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

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

(c) Supplies from stores stock.

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

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: "None" [Insert the name of the facilities or "None"].

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

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

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

26. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (FAR 52.212-5)(SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (July 1995), with Alternate I (Sept 2006) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (4) [Reserved]

☐ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

- ☐ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (8)(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).
(APPLICABLE TO LARGE BUSINESS ONLY)
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (17) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (JUNE 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286), and 109-53.
- ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
- ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (June 2006) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (26) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ☐ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (32) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (33) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☐ (34) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

☐ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (41 U.S.C. 351, *et seq.*).

☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

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

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

(End of clause)

[END OF SECTION]

SECTION 3: BPA DOCUMENTS, EXHIBITS, AND ATTACHMENTS

Contents:

1. Statement of Work
2. Data Requirements List (DRL)
3. Data Requirements Description (DRD)

1. STATEMENT OF WORK

This Statement of Work (SOW) describes the functions to be performed by the contractor in order to facilitate cost estimating support and services for the Constellation Program.

In addition to the scope of work provided herein, detailed specifications and tasks will be provided with each Task Order (TO).

1.0 Scope of Work

The contractor shall develop cost estimating tools and data, develop cost estimating standards and guidelines, provide guidance on the application of cost estimating standards and guidelines, and ensure compliance with cost estimating standards and guidelines.

The contractor shall design, develop, validate, maintain, and operate a cost integration process for the integration and analyses of Program-level cost data. The cost integration process shall, at a minimum, have the capability to:

- Integrate cost estimates utilizing multiple data sources, including ACEIT, NAFCOM, SEER, PRICE, Microsoft Excel, Microsoft Project, and bottoms-up estimates;
- Provide learning curves, cost phasing, cost risk analysis, and multiple scenarios;
- Provide standard and user defined reports, including what-if, time phasing, delta cost, risk statistics, sand chart, drill down, and risk s-curves.

The contractor shall collect data from Constellation Program and Project sources and integrate the data into a Program-level life-cycle cost model using the cost integration process.

The contractor shall perform various cost analysis studies, including, but not limited to, life-cycle cost estimates, confidence level estimates, cost effectiveness studies, what-if studies, trade studies, architecture

analyses, cost risk analyses, economic analyses, independent cost reviews, and independent cost estimates for the Constellation Program and Projects, including change proposals.

The contractor shall prepare cost estimating reports on the results of the studies and analyses, report on the results to Program Management, maintain configuration control of data and reports, and update the tools, databases, studies and reports as the Program progresses.

The contractor shall coordinate with other NASA organizations, the Constellation Program, and Constellation Projects to ensure that NASA cost estimating requirements, including Cost Analysis Data Requirements (CADRe), are satisfied.

The contractor shall assist Constellation Program and Projects in satisfying NASA cost estimating requirements by collecting data, performing analyses, and reporting on results.

2.0 Place of Performance

The work shall be performed at the contractor's location, at the Lyndon B. Johnson Space Center in Houston, Texas, and at other NASA facilities, as identified in specific task orders.

3.0 Applicable Performance Standards

In addition to the regulations and procedures identified elsewhere in this contract, the Contractor shall comply with the following regulations and procedures:

- NPR 7120.5, NASA Program and Project Management Processes and Requirements
- NPR 7123.1, System Engineering Procedural Requirements
- NASA Cost Estimating Handbook 2004 (2nd Edition)
- Contractor's Organization Conflict of Interest (OCI) Avoidance Plan (DRD 009)
- Contractor's IT Security Plan (DRD 010)

4.0 Special Requirements

Security clearance will not be required; however, the contractor personnel will have access to proprietary data and sensitive but unclassified data.

Contractor personnel will be required to visit NASA facilities, which require security screening, identification and badging.

Contractor personnel will be required to access NASA public and internal websites, systems, and other Information Technology services.

Contractor personnel will be required to travel to various NASA and contractor facilities to attend meetings and perform work. The Government estimates that up to 40 trips per year may be required. These trips will typically range from 1 to 5 days duration.

2. DATA REQUIREMENTS LIST (DRL)

DRL CONTENTS SUMMARY	
DRL #	DRL Name
001	Weekly Activity Report
002	Monthly Activity Report
003	Quarterly Review
004	Life Cycle Cost Estimate
005	Independent Cost Review
006	Independent Cost Estimate
007	Cost Analysis Data Requirement (CADRe)
008	Cost Analysis Study
009	Organizational Conflict of Interest (OCI) Avoidance Plan
010	IT Security Plan

DATA REQUIREMENTS LIST (DRL)

(Reference JSC Form 2323 for instructions)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc.	b. Contract/RFP No.	c. DRL Date/Mod Date
Constellation Program Cost Estimating Support and Services Contract NNJ07TA02Z/NNJ07177658Q		
1. Line item no. 001	2. DRD Title Weekly Activity Report 3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency WK 5. As-of-date See Block 9 6. 1 st subm. date TBD 7. Copies a. Type E b. Number 3
9. Remarks Weekly reporting period ends COB Friday of that week. Reports due 4:00 pm central time the following Monday.		
1. Line item no. 002	2. DRD Title Monthly Activity Report 3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency MO 5. As-of-date See Block 9 6. 1 st subm. date TBD 7. Copies a. Type E b. Number 3
9. Remarks Monthly reporting period ends COB the last day of the month. Reports due 4:00 pm central time the first Friday of the following month.		
1. Line item no. 003	2. DRD Title Quarterly Review 3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency QU 5. As-of-date See Block 9 6. 1 st subm. date TBD 7. Copies a. Type E b. Number 3
9. Remarks Quarterly reporting period ends COB of day ending the quarter. Reports due 4:00 pm central time the 15 th of the following month.		
1. Line item no. 004	2. DRD Title Life Cycle Cost Estimate 3. Data type: <input type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR 5. As-of-date See Block 9 6. 1 st subm. date See Block 9 7. Copies a. Type E b. Number 3
9. Remarks Reporting requirements and instructions issued per Task Order.		

DATA REQUIREMENTS LIST (DRL)

(Reference JSC Form 2323 for instructions)

Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc.		b. Contract/RFP No.		c. DRL Date/Mod Date	
Constellation Program Cost Estimating Support and Services Contract		NNJ07TA02Z/NNJ07177658Q		October 2006	
1. Line item no. 005	2. DRD Title Independent Cost Review	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) ZB/J. Holsombach, Alt COTR (E) BT/J. Corley, Contract Specialist (E) 2101 NASA Parkway Houston, TX 77058		7. Copies a. Type E b. Number 3			
9. Remarks Reporting requirements and instructions issued per Task Order.					
1. Line item no. 006	2. DRD Title Independent Cost Estimate	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) ZB/J. Holsombach, Alt COTR (E) BT/J. Corley, Contract Specialist (E) 2101 NASA Parkway Houston, TX 77058		7. Copies a. Type E b. Number 3			
9. Remarks Reporting requirements and instructions issued per Task Order.					
1. Line item no. 007	2. DRD Title Cost Analysis Data Requirement (CADRe)	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) ZB/J. Holsombach, Alt COTR (E) BT/J. Corley, Contract Specialist (E) 2101 NASA Parkway Houston, TX 77058		7. Copies a. Type E b. Number 3			
9. Remarks Reporting requirements and instructions issued per Task Order.					
1. Line item no. 008	2. DRD Title Cost Analysis Study	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input checked="" type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AR	5. As-of-date See Block 9	6. 1 st subm. date See Block 9
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) ZB/J. Holsombach, Alt COTR (E) BT/J. Corley, Contract Specialist (E) 2101 NASA Parkway Houston, TX 77058		7. Copies a. Type E b. Number 3			
9. Remarks Reporting requirements and instructions issued per Task Order.					

DATA REQUIREMENTS LIST (DRL)

(Reference JSC Form 2323 for instructions)
Based on JSC-STD-123

a. Title of Contract, Project, SOW, etc.		b. Contract/RFP No.		c. DRL Date/Mod Date		
Constellation Program Cost Estimating Support and Services Contract		NNJ07TA02Z/NNJ07177658Q		October 2006		
1. Line item no. 009	2. DRD Title Organizational Conflict of Interest Avoidance Plan	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency RT	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type E/H b. Number 2/1
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) BT/J. Corley, Contract Specialist (E)(H) 2101 NASA Parkway Houston, TX 77058		9. Remarks Original OCI Avoidance Plan due with submission of quote. Revisions required as necessary.				
1. Line item no. 010	2. DRD Title IT Security Plan, Risk Assessment, FIPS 199	3. Data type: <input checked="" type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency AN	5. As-of-date See Block 9	6. 1 st subm. date See Block 9	7. Copies a. Type E/H b. Number 2/1
8. Distribution (Continue on a blank sheet if needed) LW/K. Cyr, COTR (E) BT/J. Corley, Contract Specialist (E)(H) 2101 NASA Parkway Houston, TX 77058		9. Remarks Original IT Security Plan due 30 days after contract award. Updates required annually.				
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Number
8. Distribution (Continue on a blank sheet if needed)		9. Remarks				
1. Line item no.	2. DRD Title	3. Data type: <input type="checkbox"/> (1) Written approval <input type="checkbox"/> (2) Mandatory Submittal <input type="checkbox"/> (3) Submitted upon request	4. Frequency	5. As-of-date	6. 1 st subm. date	7. Copies a. Type b. Number
8. Distribution (Continue on a blank sheet if needed)		9. Remarks				

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Weekly Status Reports	October 2006	001	NNJ07TA02Z / NNJ07177658Q

4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a weekly summary of work activity per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.	5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional)	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

SCOPE:

The Weekly Activity Report shall contain a brief summary of the work completed and the work in progress for all cost estimating support and service task orders performed during the previous week in support of the Constellation Program.

The due date and frequency of submittal of the report is defined in the DRL.

CONTENT:

The Weekly Activity Report shall contain the following:

1. Summary of work completed during previous week, delineated by Task Order
2. Summary of work in progress during previous week, delineated by Task Order

Additional instructions may be identified by specific Task Order.

FORMAT:

The report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003).

Additional instructions may be identified by specific Task Order.

MAINTENANCE:

N/A

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Monthly Status Reports	2. Date of current version October 2006	3. DRL Line Item No. 002	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a monthly summary overview of work activity per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) SCOPE: The Monthly Activity Report shall contain a brief summary of the work completed and the work in progress for all cost estimating support and service task orders performed during the previous month in support of the Constellation Program. The Monthly Activity Report also provides a forecast of the work to be performed during the current month. The due date and frequency of submittal of the report is defined in the DRL. CONTENT: The Monthly Activity Report shall contain the following: <ol style="list-style-type: none">1. Summary of work completed during previous month, delineated by Task Order2. Summary of work in progress during previous month, delineated by Task Order3. Summary of work planned for the current month FORMAT: The report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003). Additional instructions may be identified by specific Task Order. MAINTENANCE: N/A			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Quarterly Review	2. Date of current version October 2006	3. DRL Line Item No. 003	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a quarterly summary overview of work activity per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	

8. Preparation Information (Include complete instructions for document preparation)

SCOPE:

The Quarterly Review shall contain a brief summary of the work completed and the work in progress for all cost estimating support and service task orders performed during the previous quarter in support of the Constellation Program. The Quarterly Review also provides a forecast of the work to be performed during the current quarter.

The due date and frequency of submittal of the report is defined in the DRL.

CONTENT:

The Quarterly Review shall contain the following:

1. Summary of work completed during previous quarter, delineated by Task Order
2. Summary of work in progress during previous quarter, delineated by Task Order
3. Summary of work planned for the current quarter

Additional instructions may be identified by specific Task Order.

FORMAT:

The report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003).

MAINTENANCE:

N/A

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Life Cycle Cost Estimate	October 2006	004	NNJ07TA02Z / NNJ07177658Q

4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a specific customized Life Cycle Cost Estimate per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.	5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA
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6. References (Optional) NASA Cost Estimating Handbook, Appendix I - NASA Cost Estimate Briefing Template	7. Interrelationships (e.g., with other DRDs) (Optional)
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8. Preparation Information (Include complete instructions for document preparation)

SCOPE:

Provide a specific customized Life Cycle Cost Estimate as defined per Task Order.

The due date and frequency of submittal of the report is defined in the DRL.

CONTENT:

Defined per Task Order.

FORMAT:

The data shall be provided in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003) or standard JSC cost estimating software such as ACEIT, NAFCOM, PRICE or SEER.

Additional instructions may be identified by specific Task Order.

MAINTENANCE:

Defined per Task Order.

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Independent Cost Review	2. Date of current version October 2006	3. DRL Line Item No. 005	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a specific customized Independent Cost Estimate per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NASA Cost Estimating Handbook, Appendix J- IPAO Cost Estimate Sufficiency Review Checklist		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) SCOPE: Provide a specific customized Independent Cost Review as defined per Task Order. The due date and frequency of submittal of the report is defined in the DRL. CONTENT: Defined per Task Order. FORMAT: The data and/or report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003) or standard JSC cost estimating software such as ACEIT, NAFCOM, PRICE or SEER. Additional instructions may be identified by specific Task Order. MAINTENANCE: Defined per Task Order.			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Independent Cost Estimate	2. Date of current version October 2006	3. DRL Line Item No. 006	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a specific customized Independent Cost Estimate per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NASA Cost Estimating Handbook, Appendix I- NASA Cost Estimate Briefing Template		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) SCOPE: Provide a specific customized Independent Cost Estimate as defined per Task Order. The due date and frequency of submittal of the report is defined in the DRL. CONTENT: Defined per Task Order. FORMAT: The data and/or report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003) or standard JSC cost estimating software such as ACEIT, NAFCOM, PRICE or SEER. Additional instructions may be identified by specific Task Order. MAINTENANCE: Defined per Task Order.			

DATA REQUIREMENTS DESCRIPTION (DRD) (Based on JSC-STD-123. See work page for instructions.)			
1. DRD Title	2. Date of current version	3. DRL Line Item No.	RFP/Contract No. (Procurement completes)
Cost Analysis Data Requirement (CADRe)	October 2006	007	NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a specific customized CADRe per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NPR 7120.5 NASA Cost Estimating Handbook, Appendix H- NASA Cost Data Requirement Descriptions	7. Interrelationships (e.g., with other DRDs) (Optional)		
8. Preparation Information (Include complete instructions for document preparation)			
<p>SCOPE: Provide a specific customized Cost Analysis Data Requirement (CADRe) as defined per Task Order.</p> <p>The due date and frequency of submittal of the report is defined in the DRL.</p> <p>CONTENT: Defined per Task Order.</p> <p>FORMAT: The data and/or report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003) or standard JSC cost estimating software such as ACEIT, NAFCOM, PRICE or SEER.</p> <p>Additional instructions may be identified by specific Task Order.</p> <p>MAINTENANCE: Defined per Task Order.</p>			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Cost Analysis Study	2. Date of current version October 2006	3. DRL Line Item No. 008	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) Provides a specific customized Cost Analysis Study per Task Order to the Constellation Program to enhance more effective program management and decision making pertaining to cost and budget issues as they relate to all elements of the Program.		5. DRD Category: (check one) <input checked="" type="checkbox"/> Technical <input type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) NASA Cost Estimating Handbook, Appendix I- NASA Cost Estimate Briefing Template		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) SCOPE: Provide a specific customized Cost Analysis Study as defined per Task Order. The due date and frequency of submittal of the report is defined in the DRL. CONTENT: Defined per Task Order. FORMAT: The data and/or report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003) or standard JSC cost estimating software such as ACEIT, NAFCOM, PRICE or SEER. Additional instructions may be identified by specific Task Order. MAINTENANCE: Defined per Task Order.			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title Organization Conflict of Interest (OCI) Avoidance Plan	2. Date of current version October 2006	3. DRL Line Item No. 009	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) To ensure that organizational conflicts of interests are mitigated.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) SCOPE: In accordance with NFS 1852.237-72, Access to Sensitive Information, the Contractor shall deliver a Conflict of Interest Avoidance Plan with submission of the quote. Revisions required as necessary. CONTENT: The Conflict of Interest Avoidance Plan shall discuss the following: (1) Mitigation of utilization any sensitive information coming into the Contractor's possession only for the purposes of performing the services specified in this contract which may improve the Contractor's competitive position in another procurement. (2) Safeguards for sensitive information coming into its possession from unauthorized use and disclosure. (3) Safeguards for allowing access to sensitive information only to those employees that need it to perform services under this contract. (4) Mitigation precluding access and disclosure of sensitive information to persons and entities outside of the Contractor's organization. (5) Training of employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure. (6) Plans to obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract. (7) Strict segregation/firewall of all personnel having access to sensitive information, including identification by name of those individuals who have been segregated for purposes of accessing sensitive information. The Contractor shall keep this list current and make this list available to the Government. Individuals on this list shall be employees with a "need to know." Disclosure of sensitive information to non-Government individuals not on this list is strictly prohibited. FORMAT: The report shall be provided in a business style report to be delivered in a format compatible with standard JSC office software loads such as Microsoft Office Suite (compatible with Office 2003). MAINTENANCE: The OCI Avoidance Plan is a one-time delivery with revisions as required.			

DATA REQUIREMENTS DESCRIPTION (DRD)

(Based on JSC-STD-123. See work page for instructions.)

1. DRD Title IT Security Plan, Risk Assessment, FIPS, etc.	2. Date of current version October 2006	3. DRL Line Item No. 010	RFP/Contract No. (Procurement completes) NNJ07TA02Z / NNJ07177658Q
4. Use (Define need for, intended use of, and/or anticipated results of data) To provide the necessary IT security plans and reports in accordance with contract terms and conditions.		5. DRD Category: (check one) <input type="checkbox"/> Technical <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> SR&QA	
6. References (Optional) Clause 11- Security Requirements for Unclassified Information Technology Resources (NASA 1852.204-76)(NOV 2004)(DEVIATION)		7. Interrelationships (e.g., with other DRDs) (Optional)	
8. Preparation Information (Include complete instructions for document preparation) <u>SECURITY PLAN(S)</u> A security plan shall be developed and maintained for each system under this contract. The systems are defined by the JSC organization line managers who are responsible for the system in accordance with the definitions set forth in NPG 2810 and JPG 2810.1. Security Plan updates shall be made consistent with organizational security planning requirements. <u>TRAINING</u> Evidence must be presented to management that mandatory IT security awareness training has been met for all on-site contractors. A report shall be compiled detailing the overall status of the annual training program. Annual training program is defined as the period from Oct. 1 st through Sept. 30 th . <u>INFORMATION ON EMPLOYEES IN SENSITIVE AIS POSITIONS/ASSIGNMENTS REPORT</u> The report on employees in sensitive IT positions/assignments shall provide information for personnel screening as required by the PIC02-04, NPG 2810, and JPG 2810.1. This report should be compiled on a semi-annual basis. A list of all lead system administrators must be updated annually and provided to the Government. This list will be used to ensure the contractor, as outlined in PIC03-16, has met the system administrator certification requirements. <u>ADDITIONAL DATA REQUIREMENT</u> In addition to providing the data, referenced in this DRD, as specified above, the data shall also be provided electronically in Open Format. For purposes of this DRD, "Open Format" is defined as a format for an electronic data file that is non-proprietary. Examples of non-proprietary data file formats include: comma delimited, tab delimited, text and rich text formats. <u>DELIVERY</u> Due date and frequency of submittal is defined in the DRL.			

[END OF SECTION]

SECTION 4: SOLICITATION PROVISIONS

I. ADDENDUM TO FAR 52.212-1 (SEPT 2006) INSTRUCTIONS TO OFFERORS— COMMERCIAL ITEMS:

1. COMBINATION OF LOWEST PRICED TECHNICALLY ACCEPTABLE AND TRADE-OFF OF OTHER NON-COST RELATED FACTORS AND COST OR PRICE

This procurement shall be conducted utilizing a combination of technically acceptable baseline requirements and tradeoff of predefined qualitative value characteristics, past performance, and cost/price. The Government seeks to select an offeror whose quotation represents the best value after evaluation. The Government's requirements are stated as a baseline requirement. Predefined qualitative characteristics beyond the baseline will serve as discriminators among offers. All offers will be evaluated against the specifications/statement of work included in the Attachments of the RFQ and the qualitative characteristics.

An initial review will be conducted to determine acceptability of the quotations. All unacceptable quotations will be eliminated from further evaluation. The Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all acceptable offerors, afford each offeror an opportunity to revise its offer, and then make a selection.

Technical acceptability, past performance, predefined qualitative value characteristics, and cost/price are discussed in detail below.

A. Technical Acceptability

The quotation must demonstrate that the offered items(s)/services(s) meet the baseline requirement. The Government's baseline requirement is made up of the Statement of Work, requirements of the Data Requirements Descriptions (DRDs), sample task order, the Small Business Subcontracting Approach (Not required for small business offerors), and the SBA Ostensible Subcontractor Rule Evaluation (Applicable only for small businesses proposing a subcontracting arrangement).

Paragraphs 1 through 4 are RFQ instructions. The Offeror shall describe or provide the following:

1. Technical Requirements

(a) When addressing the Statement of Work and the sample task order, offerors shall submit information in their quotations in response to the items set forth below. In addition to responding to these items, offerors should include in their quotations any additional information that demonstrates their understanding of the work and their ability to perform it.

(b) Provide information which demonstrates your understanding of the work to be performed. Your discussion should include identification and proposed resolution of any potential problems likely to be encountered during contract performance.

(c) Discuss how you plan to accomplish the work in the sample task order from a technical and schedule standpoint. Provide a work breakdown structure showing the content of the elements of the work to be performed and the resources needed to accomplish each element. Resources should be identified in sufficient detail to permit an assessment of the adequacy of the types and amounts of manpower skills proposed, the amounts and kinds of materials, computer time, and other items as applicable to the proposed method of implementation. A format for the submittal of the offeror's proposed resources requirements for the sample task order is included as the Pricing Template. The sample task order is for quotation purposes only.

(d) Provide information showing that your proposed approach is likely to result in products which will satisfy the requirements of the Statement of Work. Such information should include, by way of

example and as appropriate, designs, drawings, sketches, charts, graphs, and other pictorial or graphic information; and other supporting data.

2. Organizational Conflict of Interest Avoidance Plan (Reference DRD 009)

3. Small Business Subcontracting Approach (Not Required for Small Business Offerors)

The offeror shall describe its approach and methods for ensuring small business participation and plan to attain or exceed your proposed subcontracting goal(s). Include identification of specific small businesses that will perform work on the contract if known; the extent of commitment of these concerns and the types and amount of work to be performed by small businesses. Please propose subcontracting goals for the following categories:

- Small Business
- Small Disadvantaged Business
- Women Owned Small Business
- Hub Zone Small Business
- Veteran Owned Small Business
- Service Disabled Veteran Owned Small Business
- Historically Black Colleges and Universities/Minority Institutions

Offerors are encouraged to use the NASA web site <http://sbir.nasa.gov/technologies> which will provide companies who have or are currently under contract with NASA under the Small Business Innovative Research and Small Business Technology Transfer Programs.

4. SBA Ostensible Subcontractor Rule Evaluation (Applicable only for small businesses proposing a subcontracting arrangement)

Include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract:

- (i) Who will manage contract
- (ii) Which party possesses background & expertise necessary for contract performance
- (iii) Which party pursued the contract
- (iv) The degree of collaboration in preparation & submission of competitive quotation
- (v) Whether there are discreet tasks to be performed by each of teaming partners, or whether there is instead commingling of personnel and resources.
- (vi) The relative amount of work to be performed by each teaming partner
- (vii) Which party will perform the more complex and costly contract functions
- (viii) The business size of the other parties
- (ix) Which of the parties possess the qualifications relevant to the contract requirements

B. Past Performance

The offeror (and major subcontractors) shall provide information on a minimum of three (3) past contracts (i.e., three (3) for the prime and three (3) for each subcontractor), preferably recent and with the Government, listing contract number, contract value, agency name and point of contact (including address, telephone and fax numbers, and e-mail address, if available), what the contract was for, and status of the contract (current, terminated (if so, why), successfully completed). A subcontractor with an estimated annual value greater than \$1M constitutes a major subcontractor for past performance. Offerors with no past performance shall state so. Offers with no previous Government contracts shall so state.

C. Predefined Qualitative Value Characteristics

Offerors are required to meet the baseline requirements. Furthermore, Offerors shall address the predefined qualitative value characteristic in their quotations. If a predefined qualitative value characteristic is not applicable to the offerors quotation, the offeror shall state so.

The following predefined qualitative value characteristics are applicable to this procurement:

1. (VC-1) Excellent past experience with ACEIT that is relevant to the SOW.
2. (VC-2) Ability to provide timely and quick responses to special, fast turn-around, high priority tasks.
3. (VC-3) Excellent past experience with the following that is relevant to the SOW:
 - NAFCOM, PRICE, and SEER programs;
 - Cost analyses, economic analyses, and integrated risk analyses;
 - Cost analyses for space programs, especially manned space programs, launch vehicles, or interplanetary missions;
 - Integrating cost for large, complex, multi-project, multi-center programs;
 - Cost analyses for NASA programs and projects.
4. (VC-4) Technical excellence associated with overall cost estimating support approach and implementation including approach towards a training and certification program.
5. (VC-5) Socioeconomic status: Preference will be given to small business concerns. The North American Industry Classification System (NAICS) code for this acquisition is 561110. The small business size standard is \$6,500,000.

D. Cost/Price

In an effort to receive the highest quality solution at the lowest possible price, the Government requests all available discounts on all services and materials offered by contractors for this requirement. Offerors are encouraged to offer discounts below contract rates. When discounts are offered, quotations must clearly identify the contract price and the discount price for each labor rate being discounted.

Please update Clause 2, BPA Rate Provision, contained in this solicitation to include any price reductions and discounts from your GSA schedule rates. Only labor categories in your current GSA contract will be considered. The updated table in the BPA Rate Provision clause will be incorporated into the resulting BPA.

The Pricing Template (see Provision 4 of this section) shall be used for pricing the sample task order. This Pricing Template should illustrate the fully burdened labor rates you propose in the BPA Rate Provision clause required to complete the effort, including any material and travel cost.

(End of provision)

2. QUOTATION ARRANGEMENT

Offerors quotations shall be organized in three volumes: Technical, Past Performance, and Cost. Offerors shall submit information in their quotation to the appropriate volume in accordance with the items set forth below:

Volume I: Technical

<u>RFQ Paragraph Location</u>	<u>Title</u>
A.1	Technical Requirements
A.2	Organizational Conflict of Interest Avoidance Plan
A.3	Small Business Subcontracting Approach (Not Required for Small Business Offerors)
A.4	SBA Ostensible Subcontractor Rule Evaluation (Applicable only for small businesses proposing a subcontracting arrangement)
C	Predefined Qualitative Value Characteristics

Volume II: Past Performance

<u>RFQ Paragraph Location</u>	<u>Title</u>
B	Past Performance

Volume III: Cost

<u>RFQ Paragraph Location</u>	<u>Title</u>
D	Cost/Price

Offerors shall submit:

- 3 complete hardcopies of all volumes
- 1 complete electronic copy contained on CD-ROM

Offerors shall deliver quotations to the following address:

NASA Johnson Space Center
Attn: BT/ Jessica Corley
2101 NASA Parkway
Houston, TX 77058-3698

(End of provision)

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

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

Proposal Section	Page Limit
Volume I – Technical	30 Pages
Volume II – Past Performance	No page limitation
Volume III – Cost/Price	No page limitation

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.

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

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

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

(End of provision)

5. SAMPLE TASK ORDER

Statement of Work

1. The contractor shall update the Constellation Program's Confidence Level Estimate (CLE) ACEIT model to account for Lunar scope of the Constellation program. The contractor shall also update the Project Orion, Ares, and other segments of the model as new information becomes available.
2. The contractor shall develop, test, and implement an input-based cost-risk model hosted in ACEIT to allow detailed modeling of cost risk and to provide the capability to do program-level cost assessments focused on changes to the program schedule, budget phasing, mission manifest, and mission configurations. This model will be known as the Constellation Program Office Support Tool (CPOST).
3. The contractor shall develop and implement an ACE-based discrete risk model to facilitate the assessment of threats/liens against available program reserves. Support shall include assessing key risk drivers, update of threats, and integration of the discrete risk model results into the Risk Management System and Affordability plan.
4. The contractor shall provide cost estimating, cost risk assessment, confidence level estimating, analysis of alternatives, and other cost analysis functions required by NPR 7120.5 at the Constellation Program level. In particular, cost estimating support shall focus on the Constellation Program budget planning and execution process and pre-Non Advocate Review (pre-NAR) activities.

Deliverables

1. Updated Constellation Confidence Level Estimate
2. Constellation Program Office Support Tool
3. Discrete Risk Model
4. Cost Estimating Reports (as required per DRL)

Period of Performance

The period of performance shall be March 2006 through March 2007.

Place of Performance

Work shall be performed at the Lyndon B. Johnson Space Center in Houston, Texas, and at the contractor's facilities.

Travel

Travel shall be required to various NASA Centers and contractor facilities; however, the exact nature of this travel is unpredictable. For the purpose of estimating travel, assume 4 trips per person per year.

Applicable Documents

- NPR 7120.5, NASA Program and Project Management Processes and Requirements
- NPR 7123.1, System Engineering Procedural Requirements
- NASA Cost Estimating Handbook 2004 (2nd Edition)
- Contractor's Organization Conflict of Interest (OCI) Avoidance Plan (DRD 009)
- Contractor's IT Security Plan (DRD 010)

(End of provision)

II. EVALUATION—COMMERCIAL ITEMS (FAR 52.212-2) (JAN 1999)

The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- A. Technical Acceptability
- B. Past Performance
- C. Predefined Qualitative Value Characteristics
- D. Cost/Price

A. Technical Acceptability

The quotations shall be evaluated for the complete and adequate response to the Statement of Work, the requirements of the Data Requirements Descriptions (DRDs), sample task order, the Small Business Subcontracting Approach (Not required for small business offerors), and the SBA Ostensible Subcontractor Rule Evaluation (Applicable only for small businesses proposing a subcontracting arrangement). The technical acceptability will be rated as meets requirements or does not meet requirements.

B. Past Performance

Past Performance indicates how well an offeror performed on earlier work and can be a significant indicator of how well it can be expected to perform the work at hand. The offeror's past performance including recent experience will be evaluated by the buying team. The evaluation will be based on information provided by offerors in their quotations, information obtained by the buying team based on communications with listed references, as well as, any other information obtained independently by the buying team. Past Performance for the offeror will be evaluated and rated as Excellent, Very Good, Good, Fair, or Poor. If an offeror has no past performance experience, it will be given a neutral rating.

C. Predefined Qualitative Value Characteristics (VC)

The requirements stated above serve as the Government's baseline (minimum Government needs) requirements. Qualitative characteristics establish what the Government considers to be valuable in an offer. All offers will be judged against the qualitative characteristics. Only items specifically proposed as Qualitative Value Characteristics, and which are labeled as Qualitative Value Characteristics, will be evaluated as such. Adequate information should be submitted to permit proper evaluation. The following Predefined Qualitative Value Characteristics are applicable to this procurement and will be evaluated and rated as Excellent, Very Good, Good, Fair, or Poor:

1. (VC-1) Excellent past experience with ACEIT that is relevant to the SOW.
2. (VC-2) Ability to provide timely and quick responses to special, fast turn-around, high priority tasks.
3. (VC-3) Excellent past experience with the following that is relevant to the SOW:
 - NAFCOM, PRICE, and SEER programs;
 - Cost analyses, economic analyses, and integrated risk analyses;
 - Cost analyses for space programs, especially manned space programs, launch vehicles, or interplanetary missions;
 - Integrating cost for large, complex, multi-project, multi-center programs;
 - Cost analyses for NASA programs and projects.
4. (VC-4) Technical excellence associated with overall cost estimating support approach and implementation including approach towards training and certification program.
5. (VC-5) Socioeconomic status: Preference will be given to small business concerns. The North American Industry Classification System (NAICS) code for this acquisition is 561110. The small business size standard is \$6,500,000.

D. Cost/Price

Cost/Price will be evaluated based upon quotations to the sample task order and the fully burdened labor rates proposed in the BPA Rate Provision clause. Price quotations to the sample task order will be evaluated to determine realism and reasonableness of the proposed prices and resources. Further, the proposed rates utilized for pricing the sample task order shall match those proposed in the BPA Rate Provision Clause. The fully burdened labor rates proposed in the BPA Rate Provision clause will be evaluated to ensure they do not exceed those contained in the offeror's GSA contract.

The offeror's total proposed price quoted for the sample task order will be used for selection purposes.

E. Tradeoff Process

- If all offers are of approximately equal merit, award will be made to the offeror with the lowest evaluated price.
- The Government will consider awarding to an offeror with higher merit if the difference in price is commensurate with added value.
- The Government will consider making award to an offeror whose offer has lower merit if the price differential between it and other offers warrants doing so.

Technical acceptability, past performance, and the qualitative value characteristics, when combined, are significantly more important than cost/price. Individually, technical acceptability and the qualitative value characteristics are more important than past performance. Past performance is more important than cost/price. However, technical acceptability and the qualitative value characteristics, as related to each other, are approximately equal.

(End of provision)

III. OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (FAR 52.212-3) (SEPT 2006) ALT I (APR 2002)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

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

"Women-owned small business concern" means a small business concern—

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

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

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:

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

- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
Name _____
TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

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

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

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

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete

only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, 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); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

_____ Black American.

_____ Hispanic American.

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

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

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

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

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

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

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer

or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Moroccan End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

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

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

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

[The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

(k) Annual Representations and Certifications

(1) Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs

_____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

(End of provision)

[END OF SECTION]