

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 4200287472		PAGE OF 1 58					
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK09287472R		6. SOLICITATION ISSUE DATE 05/08/2009				
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ellen Lamp			b. TELEPHONE NUMBER (No collect calls) (321) 867-2605		8. OFFER DUE DATE/LOCAL TIME 06/08/2009 1000 LT				
9. ISSUED BY NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899				CODE KSC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> Sole Source <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561110 SIZE STANDARD: \$6.5						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING D0-C9					
15. DELIVER TO NASA/John F. Kennedy Space Center Attention: Ellen Lamp Mail Code: OP-OS Kennedy Space Center FL 32899				CODE KSC	16. ADMINISTERED BY NASA/Kennedy Space Center Office of Procurement MAIL CODE OP-OS KENNEDY SPACE CENTER FL 32899						
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE			
TELEPHONE NO.				17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE		24. AMOUNT		
001	INCO TERMS 2: DESTINATION The Contractor shall provide KSC Institutional Support Services in accordance with Article 1.2. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>										
25. ACCOUNTING AND APPROPRIATION DATA							26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
<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. ADDEND <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.											
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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.						<input type="checkbox"/> 29. AWARD OF CONTRACT REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
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 or print)			31c. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN RECEIVED INSPECTED NOTED: _____ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32c. DATE _____ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____
 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE _____

33. SHIP NUMBER _____ 34. VOUCHER NUMBER _____ 35. AMOUNT VERIFIED CORRECT FOR _____ 36. PAYMENT COMPLETE PARTIAL FINAL _____ 37. CHECK NUMBER _____
 PARTIAL FINAL

38. S/R ACCOUNT NUMBER _____ 39. S/R VOUCHER NUMBER _____ 40. PAID BY _____

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT _____ 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER _____ 41c. DATE _____ 42a. RECEIVED BY (*Print*) _____
 42b. RECEIVED AT (*Location*) _____
 42c. DATE REC'D (*YY/MM/DD*) _____ 42d. TOTAL CONTAINERS _____

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SECTION 1 - CONTINUATION OF SF 1449

1.1 CLAUSES INCORPORATED BY REFERENCE

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

1.2 SCOPE OF WORK

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to provide institutional support services in the various areas of Kennedy Space Center (KSC) and other locations authorized by the contracting officer such as clerical support, financial management support, personnel program activity, employee development and training, employee benefits, personnel action processing, procurement administration and analyst support, business systems support, and records management. The work shall be authorized on time and materials type task orders with specific statements of work as the need arises.

The contractor shall maintain a records management program and submit a records management program plan in accordance with DRD 007. The contractor shall submit an annual "Summary of Record Holdings and Transfers" KSC records manager in accordance with DRD 008. The contractor shall manage legacy Federal records (data created for Government use and delivered to, or falling under the legal control of, the Government) inherited by the contractor from previous contracts. At the completion or termination of this Contract, the Contractor shall leave all Government-owned data at Kennedy Space Center. The contractor shall deliver Government-owned data to the KSC records manager in accordance with DRD 008. The contractor shall provide NASA or authorized representatives access to all Government records. The Government reserves the right to inspect, audit and copy record holdings.

The Contractor shall monitor the work activity and provide such oversight and supervision of its on-site personnel as required to ensure successful performance of the tasks identified in the task order statements of work. The Government reserves the right to require the Contractor to provide a backfill for personnel absences greater than 5 workdays. The Contractor shall take all steps to ensure a seamless transition between employees. The Contractor shall provide services outside normal business hours (nights, weekends, and holidays) on an as-needed basis with Contracting Officer approval.

Local area transportation may be necessary for the contractor to perform the duties in the contract. Government owned/leased vehicles will not be available for use by the contractor.

Travel may be necessary for the contractor to perform the duties listed in the contract. All authorized travel shall be conducted and reimbursed in accordance with the Federal Travel Regulations (FTR).

(End of clause)

1.3 HOURLY RATES, CONTRACT VALUE AND CONTRACT CEILING PRICE

The hourly rates for computation of payment and the contract ceiling price referred to in FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts" of this contract are delineated in Contract Table 1.3.1 "Billable Rate Schedule".

The minimum value for each contract period is \$25,000.00 and the not to exceed (NTE) ceiling price is as follows:

Base period:	NTE	\$11,500,000.00
Option 1:	NTE	\$10,000,000.00
Option 2:	NTE	\$10,000,000.00
TOTAL:	NTE	\$31,500,000.00

In the event that the Government exercises an option, the balance of any unused contract ceiling price shall roll forward to the next period.

Contract value is the sum of the NTE amount of open orders and the final billed and paid value of orders completed. The contract value is tabulated in Contract Table 1.3.2 – Contract Value and NTE Limitation.

(End of clause)

**Contract Table 1.3.1
Billable Rate Schedule**

Labor Category	Phase-In		Base Pd		Option 1		Option 2		
	ST Rate	OT Rate	ST Rate	OT Rate	ST Rate	OT Rate	ST Rate	OT Rate	
Subject to Service Contract Act:									
1	Accounting Clerk I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
2	Accounting Clerk II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
3	Accounting Clerk III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
4	Administrative Assistant	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
5	Computer Based Training (CBT) Spec/Instr	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
6	Computer Systems Analyst I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
7	Computer Systems Analyst II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
8	Computer Systems Analyst III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
9	General Clerk I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
10	General Clerk II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
11	General Clerk III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
12	Personal Assistant I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
13	Personal Assistant II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
14	Personal Assistant III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
15	Secretary I	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
16	Secretary II	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
17	Secretary III	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
Exempt from Service Contract Act:									
18	Business Management Specialist	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD

* The contractor shall submit a request for approval of overtime to the Contracting Officer prior to any overtime worked.

SECTION 2 – ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

2.1 52.202-1 DEFINITIONS. (JUL 2004)

2.2 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

2.3 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

(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 routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

FIPS 201 Appendix A graphically displays the following procedure for the issuance of a PIV credential.

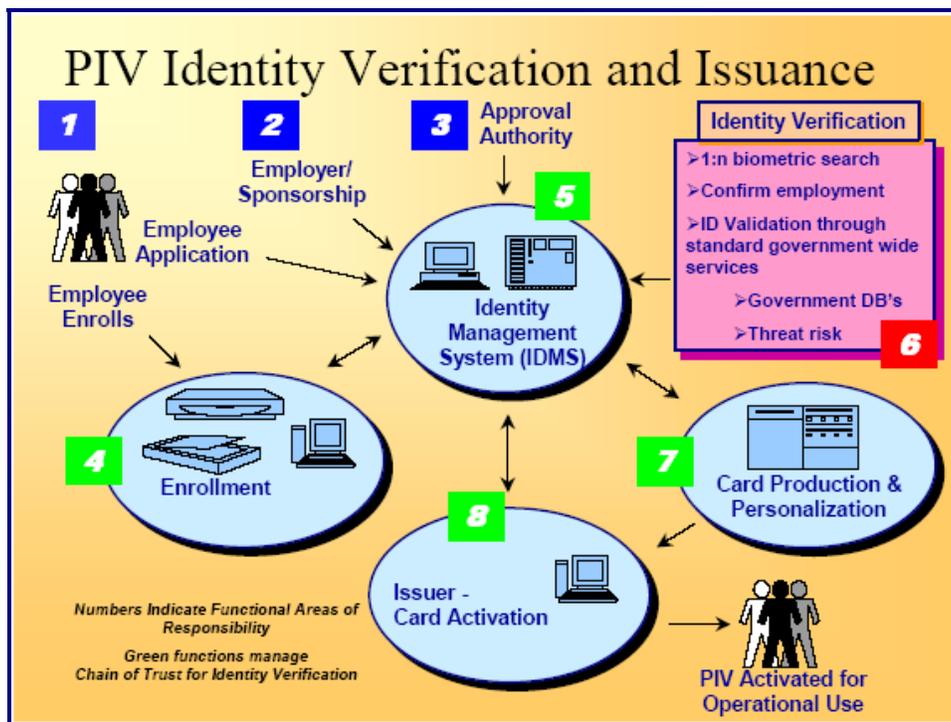


Figure A-1, FIPS 201, Appendix A

The following steps describe the procedures for the NASA Personal Identity Verification Card Issuance (PCI) of a PIV credential:

Step 1: The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFMMS) must be obtained for the visit or assignment before any processing for a PIV credential can take place. Further, if the foreign national is not under a contract where a COTR has been officially designated, the foreign national will provide the information directly to their visit/assignment host, and the host sponsor will fulfill the duties of the COTR mentioned herein. In each case, the letter shall provide notification of the contract or foreign national employee's (hereafter the "applicant") full name (first, middle and last), social security number (SSN) or NASA Foreign National Management System Visitor Number if the foreign national does not have a SSN, and date of birth. If the contract employee has a current satisfactorily completed National Agency Check with Inquiries (NACI) or an equivalent or higher degree of background investigation, the letter shall indicate the type of investigation, the agency completing the investigation, and date the investigation was completed. Also, the letter must specify the risk/sensitivity level associated with the position in which each applicant will be working (NPR 1600.1, §4.5 is germane) Further, the letter shall also acknowledge that contract employees may be denied access to NASA information or information systems based on an unsatisfactory background investigation/adjudication.

After reviewing the letter for completeness and concurring with the risk/sensitivity levels, the COTR/host must forward the letter to the Center Chief of Security (CCS). The CCS shall review the OPM databases (e.g., DCII, PIP, et al.), and take appropriate steps to validate the applicant's investigation status. Requirements for a NACI or other investigation shall be initiated only if necessary.

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2: Upon acceptance of the letter/background information, the applicant will be advised that in order to complete the investigative process, he or she must appear in-person before the authorized PIV registrar and submit two forms of identity source documents in original form. The identity source documents must come from the list of acceptable documents included in Form I-9, Employment Eligibility Verification, one which must be a Federal¹ or State issued picture identification. Fingerprints will be taken at this time. The applicant must appear **no later than** the entry on duty date.

When the applicant appears, the registrar will electronically scan the submitted documents; any document that appears invalid will be rejected by the registrar. The registrar will capture electronically both a facial image and fingerprints of the applicant. The information submitted by the applicant will be used to create or update the applicant identity record in the Identity Management System (IDMS).

Step 3: Upon the applicant's completion of the investigative document, the CCS reviews the information, and resolves discrepancies with the applicant as necessary. When the applicant has appeared in person and completed fingerprints, the package is electronically submitted to initiate the NACI. The CCS includes a request for feedback on the NAC portion of the NACI at the time the request is submitted.

Step 4: Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

¹ A non-PIV government identification badge, including the NASA Photo Identification Badge, MAY NOT BE USED for the original issuance of a PIV vetted credential

Step 5: Upon receipt of the completed NAC, the CCS will update IDMS from the NAC portion of the NACI and indicate the result of the suitability determination. If an unsatisfactory suitability determination is rendered, the COTR will advise the contractor that the employee is being denied physical access to all federally-controlled facilities and Federal information systems.

Based on a favorable NAC and NCIC/III or BICE check, the CCS will authorize the issuance of a PIV federal credential in the Physical Access Control System (PACS) database. The CCS, based on information provided by the COTR/host, will determine what physical access the applicant should be granted once the PIV issues the credential.

Step 6: Using the information provided by the applicant during his or her in-person appearance, the PIV card production facility creates and instantiates the approved PIV card for the applicant with an activation date commensurate with the applicant's start date.

Step 7: The applicant proceeds to the credential issuance facility to begin processing for receipt of his/her federal credential.

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents **must** be the same documents submitted for registration.

The credential issuing operator will verify that the facial image, and optionally reference finger print, matches the enrollment data used to produce the card. Upon verification of identity, the operator will locate the employee's record in the PACS database, and modify the record to indicate the PIV card has been issued. The applicant will select a PIN for use with his or her new PIV card. Although root data is inaccessible to the operator, certain fields (hair color, eye color, et al.) may be modified to more accurately record the employee's information.

The applicant proceeds to a kiosk or other workstation to complete activation of the PIV card using the initial PIN entered at card issuance.

ALTERNATIVE FOR APPLICANTS WHO DO NOT HAVE A COMPLETED AND ADJUDICATED NAC AT THE TIME OF ENTRANCE ON DUTY

Steps 1 through 4 shall be accomplished for all applicants in accordance with the process described above. If the applicant is unable to appear in person until the time of entry on duty, or does not, for any other reason, have a completed and adjudicated NAC portion of the NACI at the time of entrance on duty, the following interim procedures shall apply.

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.

(End of clause)

2.4 52.212-4 CONTRACT TERMS & CONDITIONS - COMMERCIAL ITEMS. (OCT 2008) - ALTERNATE I (OCT 2008)

2.5 52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of award through 09/30/10.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

2.6 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of Article 1.3 for the current contract period;
 - (2) Any order for a combination of items in excess of Article 1.3 for the current contract period; or
 - (3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

2.7 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided* that the Contractor shall not be required to make any deliveries under this contract after the end date of the period of performance.

(End of clause)

2.8 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days before the contract expires.

2.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 14 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years 2 months. Options exercised shall be in accordance with the following:

Option 1: 10/01/2010 – 09/30/2011

Option 2: 10/01/2011 – 09/30/2012

2.10 52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE. (JAN 1999)

- (a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.
- (b) General.
- (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.
 - (2) Any award resulting from this solicitation will be made to a HUBZone small business concern.
- (c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for -
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;
 - (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.
- (e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

2.11 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (APR 2009)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause.

- (b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:
- (1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.
 - (2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.
 - (3) For long-term contracts -
 - (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

- 2.12 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**
- 2.13 52.224-2 PRIVACY ACT. (APR 1984)**
- 2.14 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)**
- 2.15 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS. (FEB 2007) -- ALTERNATE I (FEB 2007)**
- 2.16 52.233-2 SERVICE OF PROTEST. (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Ellen Lamp, Contracting Officer, NASA/Kennedy Space Center, Mail Code: OP-OS, Kennedy Space Center, FL 32899.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

- 2.17 52.245-1 GOVERNMENT PROPERTY. (JUN 2007)**
- 2.18 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)**
- 2.19 1852.204-76 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (MAY 2007)**

(a) The Contractor shall be responsible for information and information technology (IT) security when -

- (1) 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
- (2) 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, processed, 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 (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team's (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.
- (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 system administrators who perform tasks that have a material impact on IT security and operations 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 (including network services, file storage, and/or web services) to someone 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) The Contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.
- (8) 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.

Note: The requirement to have an IT security plan shall be waived if the contractor's employees on this contract solely subscribe to ODIN (Outsourcing Desktop Initiative for NASA) for all computer equipment/devices, ODIN is responsible to meet any current and future IT Security requirements on their behalf found in NSF 1852.204-76 section (b) 1, 2, 3, 5, 6, 7, 8.

All employees on this contract and subcontracts must still comply with the annual NASA IT Security Training requirements and applicable refresher training as required by section (b) 4. In addition, the contractor is still obligated to meet the Physical and Logical Access requirements found in NFS 1852.204.-76 section (c).

(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) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.
- (g) The Contractor shall insert this clause, including this paragraph (g), in all subcontracts:
- (1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or
 - (2) Use information systems to generate, store, process, 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)

2.20 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)**2.21 1852.209-71 LIMITATION OF FUTURE CONTRACTING. (DEC 1988)**

- (a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 - Organizational Conflicts of Interest.
- (b) The nature of this conflict is that the contractor may have access to proprietary, business confidential, or financial data of other companies by performing services in the following areas:
1. Cost estimates- by the Government or by other contractors relating to program budgets, construction costs, and other support costs.
 2. Proprietary information- such as patents or through market researching in assessing potential applicability of such items to the work.
 3. Confidential correspondences- in the development of new products to support program needs, such as system or component designs.
 4. Access to sensitive information in preparing writing and/or editing contract announcements, Agency news releases, embargoed information and internal policies.
- (c) The restrictions upon future contracting are as follows:
- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
 - (2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of clause)

2.22 1852.215-84 OMBUDSMAN. (OCT 2003) -- ALTERNATE I (JUN 2000)

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

Mr. James E. Hattaway, Jr.
 NASA John F. Kennedy Space Center
 Mail Code AA-B
 Kennedy Space Center FL 32899

Telephone: (321) 867-2346
 Fax: (321) 867-8807
 Email: James.E.Hattaway@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-

358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

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

(End of clause)

2.23 1852.216-80 TASK ORDERING PROCEDURE. (OCT 1996)

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:
 - (1) A functional description of the work identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.
 - (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
 - (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
 - (7) Delivery/performance schedule including start and end dates.
 - (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(End of clause)

2.24 1852.219-76 NASA 8 PERCENT GOAL. (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)

2.25 1852.223-72 SAFETY AND HEALTH (SHORT FORM). (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)

2.26 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) -- ALTERNATE I (FEB 2006)**2.27 1852.225-70 EXPORT LICENSES. (FEB 2000)**

- (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 Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

2.28 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

2.29 1852.233-70 PROTESTS TO NASA. (OCT 2002)

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

(End of provision)

2.30 1852.235-71 KEY PERSONNEL AND FACILITIES. (MAR 1989)

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel (shown below) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

- (1) Business Management Specialist
- (2) Program/Project Manager

(End of clause)

2.31 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)**2.32 1852.237-72 ACCESS TO SENSITIVE INFORMATION. (JUN 2005)****2.33 1852.237-73 RELEASE OF SENSITIVE INFORMATION. (JUN 2005)****2.34 1852.242-70 TECHNICAL DIRECTION. (SEP 1993)****2.35 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)****2.36 1852.245-77 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (JUL 1997)**

2.37 ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN

During the Phase-in period and not later than the contract effective date the successful offeror shall submit for NASA approval a comprehensive Organizational Conflicts of Interest Mitigation Plan. This comprehensive plan shall incorporate any previous studies performed, shall thoroughly analyze all organizational conflicts of interest that might arise because the Contractor has access to other companies' sensitive information, and shall establish specific methods to control, mitigate, or eliminate all problems identified. The Contracting Officer, with advice from Center Legal Counsel, shall review the plan for completeness and identify to the Contractor substantive weaknesses and omissions for necessary correction. Once the Contractor has corrected the substantive weaknesses and omissions, the Contracting Officer shall incorporate the approved plan as an attachment to the contract.

(End of clause)

2.38 PERIOD OF PERFORMANCE

The period of performance of this contract is from effective date of award to 09/30/10.

(End of clause)

2.39 PLACE OF PERFORMANCE - SERVICES

The services to be performed under this contact shall be performed at the following location(s):

1. NASA John F. Kennedy Space Center;
2. Cape Canaveral Air Force Station;
3. Any other location authorized by the Contracting Officer.

(End of clause)

2.40 UNANTICIPATED CLOSING OF GOVERNMENT OFFICE AND HOLIDAY PAY

Services will not be needed on days when KSC civil service employees are released or not required to report to work due to unanticipated closing of Government offices (e.g., hurricanes). In the event that KSC closes or the Government imposes a mandatory closure and evacuation of a building where contractor staff reside and a contractor employee has already reported to work, the contractor shall bill the actual hours worked and the balance of the hours scheduled to be worked that day. Any subsequent days that KSC is closed and services are not rendered are not billable.

Government holidays are not billable unless work is actually requested by the Government and performed on those days. Work performed on holidays shall be billable at the regular hourly rate(s) identified in Contract Table 1.3.1, unless a holiday rate is specified therein.

The resolution of payments due in the event of circumstances similar to the nature of those described above, but not specifically addressed, shall be determined solely by the Contracting Officer.

(End of clause)

2.41 EXECUTIVE ORDER 13495 (January 30, 2009)**Nondisplacement of Qualified Workers Under Service Contracts**

- (a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.
- (b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.
- (c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.
- (d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.
- (e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States.

2.42 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS (JAN 2007)**A. Identification of Employees****1. Badging**

- i. Kennedy Space Center (KSC) badging is mandatory for all Contractor personnel (e.g. administrative, technical, Architect and Engineering, supervisory, construction crafts, etc.) who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by unbadged employees.
 - ii. Prior to proceeding with performance, the contractor shall submit the following information to the contracting officer, who will certify it and pass the information on to the Badging office:
 - a. Contract number and location of work site(s);
 - b. Contract commencement and completion dates;
 - c. Status as prime or subcontractor; and,
 - d. Name of the Contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)
 - iii. During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.
 - iv. To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.
- 2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance**
- i. In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24, all persons who will have access to government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency

Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1503, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.

- a. KSC Form 20 - 87, NASA PRP Investigation and Qualification Data Request;
- b. FD Form 258, Fingerprint Card
- c. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,
- d. Optional Form 306, Declaration for Federal Position Employment.

B. Badging Restrictions/Categories

1. White Temporary Pass (WTP). Under current KSC security restrictions, an "Unescorted" White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The Contractor's designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can "vouch" for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.
2. Pink Temporary Pass (PTP) Any individual for whom the designated security/badging official cannot "vouch" in accordance with the above criteria will be issued a "To Be Escorted" Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.
3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).
4. Access to Controlled Areas within KSC.
 - i. Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either "escorted" or "unescorted" access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer Technical Representative (COTR), in addition to the NACI forms listed above in paragraph A.3.a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.
 - ii. The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office's approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.
 - iii. All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required

information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the Contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.

- iv. The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by \$100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires unescorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of \$100.00 per person.
- v. The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.
- vi. One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The Contractor shall maintain a record of employees receiving the training.
- vii. This project is to be performed in a limited access area. The designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor is 200.

2.43 KSC 52.223-121 REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE (JUL 2008)

The contractor shall conduct training on and develop procedures for recognizing, managing and responding to incidents and threats of workplace violence as defined in NASA Policy Directive (NPD) 1600.3. Contractors shall also promptly report all incidents involving workplace violence to the Protective Services Office. If the NASA Workplace Violence Prevention and Response (WVPR) Team Chair and Co Chair determine it is appropriate for the committee to meet, the contractor shall participate in the meeting. The contractor is also responsible for reporting disposition of the incident reported to the NASA WVPR Team.

This requirement shall flow down to the subcontractors, however the subcontractors shall report up through the prime contractor.

(End of clause)

2.44 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (OCT 2007)

<u>Definitions:</u>	Kennedy Policy Directives	(KNPDs)
	NASA Headquarters Policy Directives	(NPDs).
	Kennedy NASA Procedural Requirements	(KNPRs)
	NASA Headquarters Procedural Requirements	(NPRs).
	Quality Assurance Guide	(QA-UG)
	Joint Documented Handbook	(JHB)

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

QA-UG-0001	KSC Employee Safety & Health Pocket Guide (See Note 1)
JHB 2000	Consolidated Comprehensive Emergency Management Plan
KNPD 1440.1	KSC Records Management and Vital Records Programs
KNPD 1800.2	KSC Hazard Communication Program (In addition to the above, the Contractor shall coordinate submission of hazardous material safety data to the NASA/KSC Materials Safety Data Sheet Archive with the Joint Base Operations Support Contract MSDS Program Administrator.)
KNPD 1810.1	KSC Occupational Medicine Program
KNPD 8500.1	KSC Environmental Management
KNPR 1600.1	KSC Security Procedural Requirements
KNPR 1820.3	KSC Hearing Loss Prevention Program
KNPR 1820.4	KSC Respiratory Protection Program
KNPR 1840.19	KSC Industrial Hygiene Programs (See Note 2 and Note 3)
KNPR 1870.1	KSC Sanitation Program
KNPR 4000.1	Supply and Equipment System Manual
KNPR 6000.1	Transportation Support System
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3	KSC Safety Practices Procedural Requirements
KNPR 8830.1	Facilities and Real Property Procedural Requirements
KNPD 1860.1	KSC Radiation Protection Program (Applicable for services performed at KSC and CCAFS involving procurement, use, or handling of ionizing or non-ionizing radiation producing equipment, devices, materials or operations such as: ultraviolet lamps, infrared devices, lasers, RF/microwave transmitters, x-ray) In addition to compliance with KNPD 1860.1 and 45SWI40-201 (if applicable), the Contractor shall submit, for the Contracting Officer's approval within 30 days after contract award, the names and addresses of laboratories used to perform activities
45SWI40-201	45th Space Wing Instruction 40-201 Radiation Protection Program (In addition to KNPD 1860.1, applicable to contracts for services performed at CCAFS)
KNPR 2570.1	KSC Radio Frequency Spectrum Management Procedural Requirements (Applicable to all construction or construction-related projects) During periods of special testing on Kennedy Space Center and at the Cape Canaveral Air Force Station, the Contractor may be required to cease radiating on any radio equipment that may be utilized at the time. Any construction equipment utilized by the Contractor which may be causing radio frequency interference will be required to shut down during special tests. NASA will utilize its frequency analysis equipment to determine the interference.
KNPD 1600.3	Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property

Note 1: Emergency Medical Treatment

The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS
 911 from a landline phone service
 321-867-7911 from a cell phone

Note 2: Asbestos-Containing Building Materials

- A. Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA/KSC facilities to the facility tenant organizations through the JBOSC Environmental Health office.
- B. Special requirements, coordination, and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101. The contractor shall coordinate any such work involving ACBM with JBOSC Environmental Health, JBOSC Fire Services, and any other resident government or contractor organization whose employees may have access to the work location.

Note 3: Confined Spaces

- C. Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1910.146. For work in telecommunications manholes, provisions of 29 CFR 1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with Environmental Health, Fire Services, and any other resident government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the government does not prohibit the contractor from providing their own atmospheric testing. The Government will provide information regarding the location of confined spaces to contractors whose employees may have access to the work location through the JBOSC Environmental Health office. (NOTE: Contact JBOSC Environmental Health for confined space description and hazard assessment. CS information may be provided as a fill-in or as a separate attachment. For questions regarding applicability of this clause contact the KSC Industrial Hygiene Officer (TA-C2)).

SECTION 3 - 52.212-5 ATTACHMENT**3.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS. (APR 2009)**

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (3) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
- (4) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (5) Reserved.
- (6) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 (ii) Alternate I (OCT 1995) of 52.219-6.
 (iii) Alternate II (MAR 2004) of 52.219-6.
- (7) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
 (ii) Alternate I (OCT 1995) of 52.219-7.
 (iii) Alternate II (MAR 2004) of 52.219-7.
- (8) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (9) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
 (ii) Alternate I (OCT 2001) of 52.219-9.
 (iii) Alternate II (OCT 2001) of 52.219-9.
- (10) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (11) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (12)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
 (ii) Alternate I (JUN 2003) of 52.219-23.

- (13) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (15) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).
- (16) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- (17) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (18) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (19) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (20) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (21) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (22) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (23) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (24) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (25) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (26)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (27) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (28)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- (ii) Alternate I (DEC 2007) of 52.223-16.
- (29) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- (30)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (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, 109-53 and 109-169).
- (ii) Alternate I (JAN 2004) of 52.225-3.
- (iii) Alternate II (JAN 2004) of 52.225-3.

- (31) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (32) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (33) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (34) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (35) 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)).
- (36) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (37) 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (38) 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (39) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (40) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (41)(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 (NOV 2007) (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) (NOV 2006) (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.).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247).
- (8) 52.237-11, Accepting & Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 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.
- (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (viii) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

- (ix) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
 - (x) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).
 - (xi) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiii) 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)

SECTION 4 - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

4.1 LIST OF ATTACHMENTS

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

- (1) Wage Determination
- (2) Labor IGE and Cost Templates
- (3) Data Requirements List and Data Requirements
- (4) Statement of Work – Sample
- (5) Position Descriptions
- (6) Present/Past Performance Questionnaire

(End of Clause)

SECTION 5 – ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

5.1 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (JUN 2008)

5.2 PROPOSAL INSTRUCTIONS

5.2.1 PROPOSAL PREPARATION

Proposals shall be submitted in four volumes within the established page limitations as detailed in 5.2.2. Volumes shall be separately bound in appropriately sized 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference.

(End of provision)

5.2.2 1852.215-81 PROPOSAL PAGE LIMITATIONS. (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 Capability	
Staffing Plan	8
Incumbent Capture Plan	5
Management Proposal	12
OCI Preliminary Analysis	8
Volume II - Price	None
Volume III - Past Performance	8
Volume IV - Model Contract [signed SF 1449 and completed model contract (Sections 1 - 4 and Section 6)].	None

- (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. These limitations do not apply to Attachment 2, Labor IGE and Cost Templates.
- (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)

5.2.3 OTHER PROPOSAL PAGE INSTRUCTIONS

Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, any introduction or narrative (e.g., opening letter, proposal transmittal letter or executive summary) will be counted against that section's page limitation. Tables, charts, graphs, plans, figures, diagrams and schematics shall be used whenever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than 10 point, be uncomplicated, legible, and appropriate for the subject matter.

(End of provision)

5.2.4 COPIES OF PROPOSALS

Two electronic copies on compact disks shall be provided with five hardcopies (paper) of the proposals by the due date specified in block 8 of this solicitation's cover page (SF 1449).

(End of provision)

5.2.5 KSC 52.214-90 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS (AUGUST 2005)

(a) Delivery Address:

All offers (bids or proposals) shall be delivered to the Central Industry Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, Florida 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required. In addition, proposal package labels shall contain the solicitation number, the name and address of the offeror, and be made to the attention of Ellen Lamp, Contracting Officer, OP-OS.

(b) Hand-Delivered Offers:

Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building. In addition, proposal package labels shall contain the solicitation number, the name and address of the offeror, and be made to the attention of Ellen Lamp, Contracting Officer, OP-OS.

(c) Late Delivery of Offers/Bids:

Late offers/bids will be processed in accordance with FAR 52.214-7, "Late Submissions, Modifications and Withdrawals of Bids," FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition," FAR 52.212-1, "Instructions to Offerors - Commercial Items," or FAR 52.214-23, "Late Submissions, Modifications, and Withdrawals of Technical Proposals Under Two-Step Sealed Bidding," included in this solicitation.

(End of provision)

5.3 PROPOSAL CONTENT

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and subfactors provided in section 5.4. The items listed are not, however, all-inclusive, and offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract. Proposals shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate your understanding of the requirements and the inherent risks associated with the objectives of this procurement. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's qualifications in terms of experience, capability, and proposed approaches to meet the requirements described in the scope of work, page 5, and utilizing the sample statement of works (SOW), attachment 4. It is the responsibility of each offeror to demonstrate the overall quality of their proposed methodologies to perform all of the required tasks and how their experience matches the SOW requirements.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

(End of provision)

5.3.1 VOLUME I – TECHNICAL CAPABILITY

The Technical Capability shall be submitted in one volume and shall be divided into the following major sections:

- A. Incumbent Capture Plan
- B. Management Proposal
- C. Staffing Plan
- D. OCI Preliminary Analysis
- E. Phase-in Plan

A. INCUMBENT CAPTURE PLAN

The offeror shall indicate the planned incumbent capture rate (if any) as a percentage of the total workforce, the basis of this rate and the methods proposed to recruit and hire incumbents. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company wide other than incumbent workforce). Reference Executive Order 13495 – Nondisplacement of Qualified Workers Under Service Contracts, page 26. An incumbent staff list will not be provided.

B. MANAGEMENT PROPOSAL

The offeror shall describe the proposed management approach, strategies, policies, and procedures to provide flexible, effective, and efficient implementation of customer requirements; technical and schedule performance; and communicate with internal and external customers. The offeror shall propose a process for recruiting and selecting replacement and/or additional personnel necessary to maintain or accommodate short-term and long-term increases and decreases in the level of support that might arise. This discussion shall include the approach to accommodating workload adjustments through the cross-utilization of personnel, use of existing corporate resources, and other plans which demonstrate the flexibility to respond to fluctuating requirements.

The offeror shall provide charts depicting the proposed organizational structure, including any associations with corporate or division organizations and subcontractors and describe how the organizational structure provides clear internal and external lines of authority. The offeror shall also

describe the degree of local autonomy granted to the KSC Institutional Support Services II (KISS II) program manager(s), any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization. Descriptions of local autonomy shall also include as a minimum, identification of the organizational and geographical placement of authority to: Negotiate contract modifications; release completed work and vouchers to the Government; reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer, and terminate subcontracts; and provide training.

In accordance with Article 2.24 – 1852.223-72 “Safety and Health”, the contractor shall describe how the following Safety and Health concerns will be addressed: Office safety, ergonomic safety, hazardous communication training (required by OSHA), participation in center wide safety activities, and identify the individual that will serve as the contracts safety & health point-of-contact.

All management costs shall be incorporated into the fully burdened billable labor rates.

C. STAFFING PLAN

The offeror shall propose a staffing plan to accomplish the work described in the scope of work, page 5, and described in the sample SOWs, Attachment 4. The staffing plan shall include the proposed skill mix and proposed hours. To assist offerors in understanding the size of this effort, the Government’s estimates for each contract year are provided in Attachment 2 “Labor Independent Government Estimate (IGE)”. These estimates represent the Government’s approximation of the staffing levels needed for accomplishing the work. The staffing plan will be evaluated in the Technical Capability Volume. The labor rates and Labor IGE will be used to develop consistent total prices which shall be evaluated in the Price Volume. The proposed staffing plan shall be provided using the same format as Attachment 2, worksheet tab “Data Input”, Work Year Equivalent (WYE). A WYE represents the hours an average contractor/subcontractor employee reports to their assigned duty location, not including holidays and leave. The WYE for each period of performance is based on the following Government Estimate:

Base Pd	2,036 (represents a 13 month base period)
Option 1	1,872
Option 2	1,879

Include resumes for key personnel positions, identified in Article 2.31 on page 24, that are included in your staffing plan to be filled by a specific/named person who has committed to work on the proposed contract. (Resumes shall be included as an attachment to Volume I and limited to one page and will not be counted as part of the Staffing Plan page limitation.)

D. OCI PRELIMINARY ANALYSIS

In accordance with NFS 1852.237-72, Access to Sensitive Information, offerors shall provide a preliminary analysis of possible organizational conflicts of interest that might flow from the award of this contract. This analysis shall address organizational conflicts of interest that might arise because the offeror has access to other companies' sensitive information, and shall address specific methods to control, mitigate, or eliminate all problems identified. If selected for award, the offeror shall submit for Government approval a comprehensive Organizational Conflicts of Interest Mitigation Plan in accordance with clause 2.22 “ORGANIZATIONAL CONFLICTS OF INTEREST MITIGATION PLAN”.

E. Phase-in Plan

The offeror shall describe the overall strategy and approach and time period proposed for ensuring a smooth and seamless transition of personnel for effective and efficient operations and without any disruption in services. The offeror’s phase-in plans shall include the phase-in time required for badging requirements and background checks, as indicated in FAR 52.204-9, the method by which current technical directives will be transitioned to the new contract with minimal impact, and any other issues deemed critical to a successful transition from current contracts to this follow-on effort.

5.3.2 VOLUME II – PRICE

5.3.2.1 INSTRUCTIONS FOR PREPARATION OF THE PRICE PROPOSAL

(a) General Price Proposal Information

- (1) Certified cost and pricing data is not required; however, other than cost and pricing data is required. To ensure that the Government is able to perform a fair assessment of the proposed price, each offeror is required to submit a price proposal that is suitable for evaluation. A price volume that is suitable for evaluation shall:
 - (i) Account for all resources necessary to complete requirements of this contract.
 - (ii) Be traceable to the technical/management proposal(s).
 - (iii) Explain in detail all pricing and estimating techniques.
 - (iv) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the evaluating panel’s understanding and ability to mathematically verify these estimating tools.
 - (v) Comply with applicable Federal Acquisition Regulation (FAR), NASA FAR Supplement (NFS), and governing statutory requirements.
 - (vi) Include a narrative portion that explains all judgmental elements of price projections.
 - (vii) shall include all fully completed cost templates. Refer to FAR 15.403-3(a)(4).
- (2) The price proposal shall be submitted in one volume labeled Volume II – Price

(b) Labor Independent Government Estimate (IGE): To assist offerors in understanding the size of this effort the Government’s estimates for each contract year are provided in Attachment 2. These estimates represent the Government’s approximation of the staffing levels needed for accomplishing the work. For price evaluation purposes the Government will use these estimates along with the proposed labor rates to compute a total price for each proposal.

5.3.2.2 PRICE TEMPLATES

The following labor templates are provided in Attachment 2 and are required from both the prime and subcontractor(s). They are provided to support the proposed overhead, fringe and G&A schedules and to ensure the offeror is including certain elements (i.e., payroll related costs) in each fully burdened labor rate. The pricing templates are designed to make automatic calculations. However, the offeror is responsible for verifying the accuracy of their offer. If the offeror applies burdens in a different manner than what is included in the templates, then the offeror shall adjust the formulas to reflect their methodology.

- | | |
|---------------------------------|---------------|
| (1) Data Input | Input |
| (2) Fringe Template | FBT |
| (3) Overhead Template | OHT |
| (4) G&A Template | G&A |
| (5) Rates Development Template | RDT |
| (6) RD Costs | RD Cost |
| (7) Labor IGE Template | IGE |
| (8) Summary Template | ST |
| (9) Total per WYE | per WYE |
| (10) Total per Period | per Pd |
| (11) Total costs by Prime & Sub | Prime vs. Sub |
| (12) Cost Summary | Cost Summary |
| (13) Contract Table 1.3.1 | 1.3.1 |

Rates Development Template (RDT):

The prime contractor and all subcontractor(s) must provide their Forward Pricing Rate Agreement (FPRA) used to price indirect cost for this proposal (i.e., G&A, Overhead, Fringe, etc). The prime and subcontractor(s) shall complete each contract year effort of the RDT. This template demonstrates how each offeror developed the individually proposed fully burdened labor rates. Indirect costs are added to the direct labor cost to compute the fully burdened rate. This template includes some typical indirect cost categories (overhead, G&A, etc.); however, it may be modified to accommodate the offeror's accounting system. Rows or columns may be added to facilitate this. Do not add or remove Labor Categories. If the subcontractor(s) are only proposing on certain labor categories, then their templates shall only include those rates. The prime contractor template shall incorporate all fully burdened labor rates for each labor category. The prime contractor shall include the subcontractor(s) fully burdened labor rate in the "Direct Labor Rate" column(s) and apply the applicable prime burdens to calculate the proposed fully burdened labor rate.

The offeror shall propose labor rates for each labor category provided. Service Contract Act (SCA) rates shall not be escalated and will be adjusted based on revised wage determinations in accordance with FAR 52.222-43(b).

Summary Template (ST): This template is for pricing the annual hours proposed and is required of both the prime and subcontractor. The template is divided into 3 sections.

- (1) The first section addresses productive hours. Productive hours include straight time and overtime hours worked. Nonproductive costs, such as vacation, sick, holiday, etc. should already be included in the fully burdened labor rates.
- (2) The second section addresses the fully burdened labor rates determined in the RDT.
- (3) The third section addresses the labor price developed by multiplying the productive hours by the contract rates. This will be the fully burdened labor rate per labor category. The bottom of the template addresses the total price.

Overhead Template (OHT): This template shall provide insight into the composition of the burden pool for the proposed overhead rates. A separate template for each of the proposed burden pools is to be completed. In addition, provide overhead cost history for the prior three years and for the term of the contract. The basis for projections of overhead shall also be provided and an explanation in support of any significant changes in either expenses or base of application that exist from one year to the next. In the event the offeror's fiscal year and anticipated contract year do not coincide, the offeror shall complete the rate reconciliation showing how the fiscal year overhead rates result in the proposed overhead rates for each contract year. The Government does not require or mandate that you propose indirect rate ceilings. However, if proposed, the template includes an area for overhead ceilings. A few cost elements are included on the template that represents the type of cost detail the Government requires visibility into. If these cost elements are not applicable to any proposed indirect cost pool, leave blank. If other cost elements are applicable, then the offeror shall add them to the template. Failure to complete said template will result in the offerors proposal rendered as unsuitable for evaluation, reference Article 5.3.2.1(a)(1)(vii), page 42.

Fringe Template (FBT): Same as OHT information (above), except applicable to fringe. If the offeror does not have fringe rates, then the offeror shall state so on said template.

G&A Template (G&A): Same as OHT information (above), accept applicable to general and administrative expenses (G&A).

(End of provision)

5.3.3 VOLUME III – PAST PERFORMANCE

The Government will contact organizations for which an offeror and subcontractors have previously performed work that is relative to this requirement in order to obtain performance appraisals.

- (a) The information requested below is required of the offeror and subcontractors for the past performance evaluation, however, offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant performance. Refer to FAR 15.305(a)(2)(iii).
- (1) A list of the three most relevant active or ended contracts, in the last five years, by name, contract number, brief description, type, and total original, and present or final contract value. References with Government contracts are preferred, but not required.
 - (2) Customer's name, address and telephone number of both the lead contractual and technical personnel. (Please verify that the telephone numbers provided are current and correct.)
 - (3) Date of contract, place(s) of performance and delivery dates or periods of performance.
 - (4) Relationship of this work to the work that will be performed under this contract; i.e., how is it specifically comparable. There should be discernable links between this discussion and the sample statement of work to be performed.
 - (5) Magnitude of work directly accomplished by the company on the relevant contract in relation to the total effort.
 - (6) Method of acquisition: Competitive or noncompetitive
 - (7) Nature of award: Initial or follow-on
 - (8) Any major problems and how they were overcome. List any major deviations or waivers to requirements that were granted by the customer.
 - (9) Whether delivery was on time and, if not, why; adherence to program schedules; incentive performance (e.g. schedule and technical) history, if applicable.
 - (10) Average number of personnel on the contract per year and percent turnover of personnel per year.
 - (11) List any Government contracts terminated (partial or complete) within the past three years and basis for terminations (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were "de-scoped" by the customer because of performance or cost problems.
- (b) Complete Attachment 6, Present/Past Performance Questionnaire, to identify up to three contracts (completed and ongoing) that the offeror or subcontractor has had within the past five years that best shows your ability to perform the requirements of the contemplated contract. The offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer in a sealed envelope, by fax, or e-mail as identified below:

Ellen Lamp
 Mail Code OP-OS
 NASA John F. Kennedy Space Center
 Kennedy Space Center, FL 32899

Fax: (321) 867-1188
 Email: Ellen.Lamp@nasa.gov

The offeror shall include in its written proposal, a list of those to whom the questionnaire was sent including name of individual; current and verified phone number; organization; and contract number. The questionnaire shall be returned to the Contracting Officer no later than the time and date indicated in block 8 of this solicitation's cover page (SF 1449). It is the offeror's responsibility to ensure that its references deliver the questionnaires to NASA by the required time and date.

(End of provision)

5.3.4 VOLUME IV – MODEL CONTRACT

The purpose of this volume is to provide information to the Government for preparing the contract document, Model contract, and supporting file. This volume will be reviewed for completeness and accuracy but not evaluated and scored. All clauses requiring additional data from the offeror shall be completed in this volume. Any discrepancies between fill-ins and the model contract will default to the information provided in the Model Contract Volume. The SF-1449 must be signed by an authorized person, and all amendments must be acknowledged, for the proposal to be considered for award.

A properly submitted Model Contract Volume shall consist of the following:

- (a) Two original signed copies of completed SF-1449, *Solicitation/Contract/Order for Commercial Item*, with all solicitation sections, signed by an authorized representative of the offeror. Offerors shall complete blocks 30a thru 30c of the SF-1449 and shall provide for a minimum offer acceptance period of 120 calendar days.
- (b) Completion of Contract Table 1.3.1 – Billable Rate Schedule. Rates shall reconcile to Attachment 2, worksheet tab: 1.3.1.
- (c) Two copies of page 1 of all amendments issued, with an original signature of an authorized representative of the offeror. Offerors must acknowledge receipt of all solicitation amendments. (The original signature requirement only applies if amendment receipts are not acknowledged on the signed SF-1449 submitted.)
- (d) Completion of representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, *Annual Representations and Certifications*, incorporated by full text in this solicitation. A completed copy of the representations and certifications must be provided in the Model Contract Volume.
- (e) Registration in the Central Contractor Registration (CCR) Database per FAR 4.1102(a).
- (f) Copy of Small Business Administration (SBA) letter certifying the offeror as a HubZone business.

5.4 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

- (a) 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:

- (1) Technical Capability
- (2) Price
- (3) Past Performance

Technical Capability is significantly more important than Past Performance. Technical Capability and Past Performance, when combined, are equal to price.

Within Technical Capability, the following subfactors shall be used to evaluate offers (listed in descending order of importance):

- A. Incumbent Capture Plan
- B. Management Proposal
- C. Staffing Plan
- D. OCI Preliminary Analysis
- E. Phase-in Plan

There are no subfactors under Price and Past Performance.

- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

5.5 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Indefinite-Delivery Indefinite-Quantity contract with Time and Materials type task orders contract resulting from this solicitation.

(End of provision)

5.6 52.216-31 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--COMMERCIAL ITEM ACQUISITION. (FEB 2007)**5.7 52.233-3 PROTEST AFTER AWARD. (AUG 1996)****5.8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)**

SECTION 6 - REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS**6.1 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (FEB 2009) -- ALTERNATE I (APR 2002)**

An offeror shall complete only paragraph (b) 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 (c) through (m) 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 & 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.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"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)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(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 (c) through (m) 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.)

(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 is, 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 is, 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 is, 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 is, 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 is, 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 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 is, 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):

<u>Number of Employees</u>		<u>Average Annual Gross Revenues</u>	
<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 is, 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 has, 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) 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 is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal 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 is, 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.

(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 for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," 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 Bahrainian or 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 Bahrainian or 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, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

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.	Country of Origin
	_____	_____
	(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 Responsibility Matters (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;
 - (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, violating Federal criminal tax laws, 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 enumerated in paragraph (h)(2) of this clause; and
 - (4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
 - (i) Taxes are considered delinquent if both of the following criteria apply:
 - (A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - (B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - (ii) Examples.
 - (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
 - (B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(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) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that--

- (i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;
- (ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and
- (iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that--

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) 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 (l)(3) through (l)(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).

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

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

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

(4) Type of organization.

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

(5) Common parent.

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

Name -----.