

SECTION A

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(End of Section)

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE – N/A

B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED

(a) General

This contract is for facilities support services for the Johnson Space Center (JSC) including those facilities at JSC, Ellington Field (EF), and the Sonny Carter Training Facility (SCTF) using a hybrid of cost-reimbursement, firm-fixed-price, and Indefinite Delivery/Indefinite Quantity (ID/IQ) contracting method. Facilities support services includes maintenance, operations, design, construction, configuration control, work control, environmental labor (operators/laborers) and rigging. The Contractor shall provide all resources (except as may be expressly stated in this Contract as furnished by the Government) necessary to provide facilities operations and management in accordance with the Statement of Work (SOW) in Section J-1 of this Contract. The services to be performed under the terms and conditions of this Contract will be acquired as detailed below:

(b) Routine Cost-Reimbursable Services – Annexes 1, 2, 3, 6, and 7 of the SOW describe facilities support services work that is routinely required and for which accurate workload requirements are specified.

(c) Non-Routine Cost-Reimbursable Services – Annex 4 of the SOW allows the Government to acquire on a cost-reimbursable, ID/IQ basis additional services within the general scope of facilities support services work that either are not routine in nature or for which an accurate workload estimate does not exist at the time of contract award.

(d) Non-Routine Fixed-Price Services – Annex 5 of the SOW allows the Government to acquire additional services such as construction services, design engineering, Facility Condition Assessment (FCA), and painting on a fixed-price, ID/IQ basis.

(End of Clause)

NOTE: The following clauses B.3 - B.7 lay-out the values and funding levels for this hybrid Contract. For Contract value purposes, B.3 and B.4 do not include the values for ID/IQ Annexes 4 and 5. Furthermore, B.6, and B.7 are for purposes of determining ID/IQ values for Annexes 4 and 5 only:

B.3 ESTIMATED COST, AWARD FEE, and FIXED-FEE (not including ID/IQ Annexes 4 and 5)

The estimated cost of Annexes 1, 2, 3, 6, and 7 is \$_____.

The maximum available award fee is \$_____.

The maximum available fixed-fee is \$_____.

The total estimated cost, maximum award fee and maximum fixed-fee is \$_____.

Reference: Plan: __, Year __. (See Table X.0 in Clause B.12).

(End of Clause)

B.10 PRE-PRICED ITEMS

B.10 identifies the items for which the Government is requesting pre-priced values. These values will be used when the Government purchases one or more of these items through Annex 5. The definition for each B.10 line item is identified in each appropriate annex.

	CY 1 []	CY 6 []
	CY 2 []	CY 7 []
	CY 3 []	CY 8 []
	CY 4 []	CY 9 []
	CY 5 []	CY 10 []

PRE-PRICED ITEM IDENTIFIER	DESCRIPTION	UNIT	COST PER UNIT	QUANTITY	TOTAL
5.3a	Cap floor receptacle	Receptacle	\$		
5.3b	Activate floor receptacle	Receptacle	\$		
5.3c	Install new floor receptacle	Receptacle	\$		
5.3d	Install new floor receptacle on asbestos vinyl tile	Receptacle	\$		
5.3e	Construct two sided gyp board wall (up to 10')	Square Foot	\$		
5.3f	Paint existing interior metal, masonry, or gypsum board walls or ceilings	Square Foot	\$		
5.3g	Paint existing metal or wood door	Square Foot	\$		
5.3h	Install new 3'x7' door, hardware, and frame in new wall	Door	\$		
5.3i	Install new door, hardware and frame in existing wall	Door	\$		
5.3j	Substitute a solid wood walnut door instead of a birch door described in Table 5.4i	Door	\$		
5.3k	Provide and install a keyed lock in a door	Lock	\$		
5.3l	Provide and Install Mortise Cypher Lock in a door	Lock	\$		

Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(2) The CO may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the Contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with 1845.505-14 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the CO has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(End of Clause)

G.13 LIST OF GOVERNMENT-FURNISHED PROPERTY (NFS 1852.245-76) (OCT 1988)

For performance of work under this Contract, the Government will make available Government property identified in Section J – H, on a no-charge-for-use basis. The Contractor shall use this property in the performance of this Contract at JSC, and at other location(s), as may be approved by the CO. Under the Government property clauses of this Contract, the Contractor is accountable for the identified property.

(End of Clause)

G.14 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES (NFS 1852.245-77) (JUL 1997)

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

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

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

(1) Equipment to be made available is listed in Attachment Section J-H. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

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

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

(c) Supplies from stores stock.

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

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

(f) Installation service facilities:

f.1 Office Automation Information Technology (OAIT) onsite only: Generally, this includes access to personal computers, fax machines, scanners, copiers, and printers. This includes help desk support and training in the use of these systems.

f.2 Disposal Services: Disposal services for excess onsite and offsite Contractor-held/Government-owned property.

f.3 Pickup and Delivery of Official Mail: Within the Center and to and from the Albert Thomas Post Office, provided the mail is properly sealed and stamped. Such mail will be picked up or dropped from only one point as designated by JSC or, if preferred, JSC will provide a box in the central mailroom for the Contractor to pick up and deposit its mail.

f.4 Use of JSC Calibration Laboratory: The contractor shall utilize the services of the JSC Calibration Laboratory to the maximum extent practicable for calibration of all instruments (Government property or contractor property) utilized under this contract, the total cost for maintenance of which would otherwise be a direct charge to the Government.

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

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

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

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

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

(End of Clause)

G.15 RESERVED

G.16 SECURITY REQUIREMENTS FOR JSC SPECIAL ACCESS PROGRAMS

The Contractor shall ensure that all employees, subcontractors, and agents assigned to the Information Technology (I/T) Program, and personnel requiring security clearances or access to security areas (limited, restricted, closed), meet established screening requirements in accordance with NPG 1620.1, JMI 1620.1D and Security Management Directive No.500-9.

(End of Clause)

G.17 ADVANCED AGREEMENT ON PAYMENT OF PHASE IN COSTS:

The Contractor shall be entitled to payment for the phase-in period (starting 70 calendar days before the Contract start date) in the Firm-Fixed-Price amount of \$_____, to be received in payments as identified in the offeror's proposal. The offeror shall propose a payment plan based on their Transition Plan approach that includes at least two payments but not more than __ payments and does not exceed the above Firm-Fixed-Price. The proposed payment milestones and measurable criteria is as follows:

(offeror to input milestones here)

Payment will be based on the Contracting Officer's Technical Representative (COTR) concurrence that each milestone has been accomplished and as evidence of the CO's approval of the invoice.

(End of Clause)

G.18 CLAUSES THAT PERTAIN TO CONSTRUCTION ONLY:

<u>CLAUSE NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
1852.232-82	MAR 1989	SUBMISSION OF REQUESTS FOR PROGRESS PAYMENTS

[End of Section]

resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the CO, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime Contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime Contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the CO immediately.

Caution: An offeror may not claim the above eligibility for modified Contract coverage if this proposal is expected to result in the award of a CAS-covered Contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime Contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

Yes No

(End of Provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].

(2) The small business size standard is _____ [*insert size standard*].

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may

choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	_____	_____

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

(End of provision)

1852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (JULY 1997)

a. The offeror () does, () does not intend to use in performance of any Contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

- (1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.
- (2) For property not offered by this solicitation, identification of the Government Contract under which the property is accountable and written permission for its use from the cognizant CO.
- (3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

- (4) The dates during which the property will be available for use, and if it is to be used in more than one Contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.
- b. The offeror () does, () does not request additional Government-provided property for use in performing any Contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish --
- (1) Identification of the property, quantity, and estimated acquisition cost of each item; and
 - (2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).
- c. If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:
- (1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.
 - (2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.
 - (3) A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant re-conversion costs, are included in its cost proposal.

(End of Provision)