

SECTION L – PART I  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference.

- I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) -  
No FAR By-reference clauses in Section L.
- II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) -  
No NASA By-reference clauses in Section L.

L.2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6)  
(OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
  - (1) An offeror may obtain a DUNS number –
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnr.com> ; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company legal business name.
    - (ii) Trade style, doing business, or other name by which your entity is commonly recognized.
    - (iii) Company physical street address, city, state and ZIP Code.
    - (iv) Company mailing address, city, state and ZIP Code (if separate from physical).
    - (v) Company telephone number.
    - (vi) Date the company was started.
    - (vii) Number of employees of your location.
    - (viii) Chief executive officer/key manager.
    - (ix) Line of business (industry).

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- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

L.3 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (FAR 52.211-14) (SEP 1990)

Any contract awarded as a result of this solicitation will be a [ \_\_\_\_\_ ] DX rated order; **[ X ]** DO- rated order certified for the national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR Part 700); and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

L.4 INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION (FAR 52.215-1) (JAN 2004)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

- (c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date

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specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) above.

- (2) The first page of the proposal must show-
- (i) The solicitation number;
  - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
  - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 2:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
  - (ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

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- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Reserved.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

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(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

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- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
  - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.5 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (JUN 2003)

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10 (b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

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- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

L.6 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (FAR 52.215-20) (OCT 1997)

(a) *Exceptions from cost or pricing data.*

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

- (i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
- (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award,

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books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

- (b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

ALTERNATE II (OCT 1997)

- (c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

(End of provision)

L.7 PRE-PROPOSAL/PRE-BID CONFERENCE (NFS 1852.215-77) (DEC 1988)

- (a) A pre-proposal/pre-bid conference will be held as indicated below:  
**Date: March 28, 2007**  
**Time: 8:30 A.M.**  
**Location: Gilruth Center (Ballroom), Johnson Space Center, Houston, TX 77058**  
**Other Information, as applicable: [N/A]**
- (b) Attendance at the pre-proposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(End of provision)

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L.8 PROPOSAL MARKING AND DELIVERY (JSC PROCUREMENT INSTRUCTION 52.215-109) (JUL 2006)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service  
Commercial Delivery Service  
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated on the **face page Standard Form 33 entitled “SOLICITATION, OFFER AND AWARD.”**

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters **“PROPOSAL – DELIVER UNOPENED.”** Proposals packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the offeror’s name and address clearly marked on the outside of the package.

The offeror shall include a notice on the cover of the proposal package as follows: **“NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (OFFEROR—ENTER DATE AND TIME).”**

(c) Delivery Address

Proposals must be delivered to the address/location specified on the **face page Standard Form 33 entitled “SOLICITATION, OFFER AND AWARD.”**

Proposals submitted by commercial delivery service or hand carried packages must be delivered to:

NASA Johnson Space Center  
2101 NASA Parkway  
Houston, TX 77058-3696  
Central Receiving, Bldg 421

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Table L.1 – Content of Proposal

<b>Volume</b>	<b>Title</b>	<b>Page Limit</b>	<b>Number of Copies</b>
1	Technical Approach	75	JSC – 10 Printed JSC – 1 CD ROM
2	Safety and Health Plan	N/A	JSC – 6 Printed JSC – 1 CD ROM
3	Management Approach and Key Personnel	25	JSC – 10 Printed JSC – 1 CD ROM
4	Past Performance	N/A	JSC – 10 Printed JSC – 1 CD ROM
5	Cost with Cognizant Audit Office Template	N/A	JSC – 6 Printed JSC – 2 CD ROM DCAA – 1 Printed DCAA – 1 CD ROM ACO – 1 Printed
N/A	Completed Contract (including Representations and Certifications and Electronic Funds Transfer Information)	N/A	JSC – 3 Printed

(End of Provision)

**L.9 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a cost-plus-award-fee contract resulting from this solicitation, structured as follows:

- (a) Performance-based. This will include the requirements of the Statement of Work as identified in C.1.1 “Scope” and includes paragraphs C.2 through C.13.
- (b) Indefinite Delivery Indefinite Quantity. This will include the requirements of the Statement of Work as identified in C.1.1 “Scope” and includes paragraph C.14.
- (c) Performance-based and Indefinite Delivery Indefinite Quantity. This will include the requirements of the Statement of Work as identified in C.1.1 “Scope” and includes paragraph C.1.

(End of provision)

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L.10 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION  
(FAR 52.222-24) (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

L.11 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

- (a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
- (b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.
- (c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically

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low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

- (d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

L.12 SAFETY AND HEALTH PLAN (NFS 1852.223-73) (NOV 2004)

- (a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.
- (b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.
- (c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:
- (1) The work will be conducted completely or partly on premises owned or controlled by the government.
  - (2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.
  - (3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).
  - (4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.
- (d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

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L.13 DETERMINATION OF COMPENSATION REASONABLENESS (NFS 1852.231-71)  
(MAR 1994)

- (a) The proposal shall include a total compensation plan. This plan shall address all proposed labor categories, including those personnel subject to union agreements, the Service Contract Act, and those exempt from both of the above. The total compensation plan shall include the salaries/wages, fringe benefits and leave programs proposed for each of these categories of labor. The plan also shall include a discussion of the consistency of the plan among the categories of labor being proposed. Differences between benefits offered professional and non-professional employees shall be highlighted. The requirements of this plan may be combined with that required by the clause at FAR 52.222-46, "Evaluation of Compensation for Professional Employees."
- (b) The offeror shall provide written support to demonstrate that its proposed compensation is reasonable.
- (c) The offeror shall include the rationale for any conformance procedures used or those Service Contract Act employees proposed that do not fall within the scope of any classification listed in the applicable wage determination.
- (d) The offeror shall require all service subcontractors (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide as part of their proposals the information identified in (a) through (c) of this provision.

(End of provision)

L.14 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (FAR 52.232-38) (MAY1999)

The offeror shall provide, with its offer, the following information that is required to make payment by electronic funds transfer (EFT) under any contract that results from this solicitation. This submission satisfies the requirement to provide EFT information under paragraphs (b)(1) and (j) of the clause at 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration.

- (1) The solicitation number (or other procurement identification number).
- (2) The offeror's name and remittance address, as stated in the offer.
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the offeror's official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the offeror's financial agent.
- (5) The offeror's account number and the type of account (checking, savings, or lockbox).

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- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the offeror's financial agent.
- (7) If applicable, the offeror shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the offeror's financial agent is not directly on-line to the Fedwire and, therefore, not the receiver of the wire transfer payment.

(End of provision)

L.15 SERVICE OF PROTEST (FAR 52.233-2) (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 Alice Jean Pursell, Building 45, Room 102-M, NASA, Johnson Space Center, Houston, Texas, 77058.
- (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)

L.16 PROTESTS TO NASA (NFS 1852.233-70) (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)

L.17 SITE VISIT (FAR 52.237-1) (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. During the pre-proposal conference, a site visit will be provided. This is the only site visit offerors will be afforded.

(End of provision)

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L.18 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

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

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by 45 = \$17.78).

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The offeror’s accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

L.19 AVAILABILITY OF SPECIFICATIONS

- (a) All Federal, NASA, other Government standards and specifications, and technical documentation incorporated directly by reference in this solicitation may be obtained from the Environmental Technical Resources Library (TRL) which is available on-line at:

<http://procurement.jsc.nasa.gov/COSS/env/default.asp>

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- (b) All Federal, NASA, other Government standards and specifications, and technical documentation incorporated non-directly by reference in this solicitation may be obtained by submittal of a request to:

NASA  
Lyndon B. Johnson Space Center  
Attn: Alice Jean Pursell, Contracting Officer  
Mail Code BJ4  
Houston, TX 77058-3696

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

- (c) Voluntary standards, such as industrial, manufacturing, independent laboratory, society, and institutional associations (non-Governmental organizations) codes, standards, specifications, and technical documents incorporated by reference in this solicitation must be obtained, at the offeror's expense, from the organization that develops, establishes and/or published those documents.

(End of provision)

L.20 COMMUNICATIONS REGARDING THIS SOLICITATION

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

Name: Alice Jean Pursell or Nancy S. Robb

Phone: 281-483-9027 or  
281-483-9044  
collect calls not accepted

Mailing Address: NASA Lyndon B. Johnson Space Center  
Institutional Procurement Office  
2101 NASA Parkway  
Houston, TX 77058-3696  
Attention: Nancy S. Robb, Mail Code BJ4

E-mail: Alice Jean Pursell- [alice.j.pursell@nasa.gov](mailto:alice.j.pursell@nasa.gov)  
Nancy S. Robb- [nancy.s.robbs@nasa.gov](mailto:nancy.s.robbs@nasa.gov)

QUESTIONS REGARDING THIS SOLICITATION MUST BE PRESENTED IN WRITING and should be submitted to the above address within 10 days of the solicitation issue date in order that answers may be obtained and disseminated in a timely manner, since it is not expected that a proposal submission date can be extended. Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation. Questions shall not be directed to the technical activity personnel.

SECTION L – PART I  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Note: Any written communications should include the mail code **BJ4** on the envelope to expedite processing.

(End of provision)