

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEM</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1   69	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER NNK08235782R		6. SOLICITATION ISSUE DATE 06/25/2008
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Beverly Davis			b. TELEPHONE NUMBER 867-3399 <i>(No collect calls)</i>		8. OFFER DUE DATE/LOCAL TIME 07/25/2008 1400 LT
9. ISSUED BY  NASA/John F. Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899			CODE KSC	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR:  <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561730 SIZE STANDARD: \$6.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO		CODE	16. ADMINISTERED BY  NASA/Kennedy Space Center Office of Procurement MAIL CODE OP KENNEDY SPACE CENTER FL 32899				
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.		CODE	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: Destination						
<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>	
<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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 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 <i>(Type or print)</i>			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>		31c. DATE SIGNED	
				Beverly C. Davis			

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 \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL     FINAL     COMPLETE     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 \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (*Location*) \_\_\_\_\_  
 \_\_\_\_\_ 42c. DATE REC'D (*YY/MM/DD*) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

## SECTION 1. STANDARD FORM 1449

### 1.1 Table of Contents

SECTION 1. STANDARD FORM 1449 .....	1
1.1 Table of Contents .....	1
SECTION 2. CONTINUATION OF STANDARD FORM 1449.....	4
2.1 Scope of Work .....	4
2.2 Place of Performance-Services.....	4
2.3 Period of Performance .....	4
2.4 Contract Value.....	4
2.5 Contract Line Item Section.....	4
SECTION 3. CONTRACT CLAUSES: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS.....	20
3.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998) .....	20
3.1.2 FAR 52.216-19 Order Limitations.....	20
3.1.3 FAR 52.216-21 Requirements.....	21
3.2.1 FAR 52.217-8 Option to Extend Services (NOV 1999).....	21
3.2.2 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000).....	22
3.2.3 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUN 2007).....	22
3.3 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995) .....	23
3.4 FAR 52.245-2 Government Property Installation Operation Services (JUN 2007) .....	24
3.5 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984).....	25
3.6 NFS 1852.215-84 Ombudsman (OCT 2003) .....	25
3.7 NFS 1852.219-76 NASA 8 Percent Goal (JUL 1997).....	25
3.8 NFS 1852.223-70 Safety and Health (APR 2002) .....	26
3.9 NFS 1852.223-75 Major Breach of Safety or Security (FEB 2002) .....	28
3.10 NFS 1852.225-70 Export Licenses (FEB 2000).....	29
3.11 NFS 1852.228-75 Minimum Insurance Coverage (OCT 1988) .....	29
3.12 NFS 1852.237-73 Release of Sensitive Information (JUN 2005).....	30
3.13 NFS 1852.242-70 Technical Direction (SEP 1993) .....	31
3.14 NFS 1852.242-72 Observance of Legal Holidays (AUG 1992) - Alternate II (OCT 2000).....	32
3.15 NFS 1852.245-71 Installation-Accountable Government Property (DEVIATION) (SEP 2007).....	32

3.16 NFS 1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (SEP 2007) .....	34
3.17 NFS 1852.245-82 Occupancy Management Requirements (DEVIATION) (SEP 2007) .....	34
3.18 NFS 1852.246-72 Material Inspection and Receiving Report (AUG 2003) .....	35
3.19 KSC 52.204-96 Security Controls for KSC AND CCAFS (JAN 2007) .....	35
3.20 KSC 52.242-90 Controls Applicable to Contractor's Activities (OCT 2007) .....	38
3.21 Representations, Certifications and Other Statements of Offeror .....	40
3.22 Equal Employment Opportunity Reporting.....	40
SECTION 4. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES AND EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2008)..	41
SECTION 5. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS .....	46
SECTION 6. SOLICITATION PROVISIONS: ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS .....	47
6.1 Part I - Solicitation Provisions.....	47
6.1.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998) .....	47
6.1.2 FAR 52.216-1 Type of Contract (APR 1984).....	47
6.1.3 FAR 52.222-24 Preaward On-site Equal Opportunity Compliance Evaluation (FEB 1999) .....	47
6.1.4 FAR 52.233-2 Service of Protest (SEP 2006) .....	47
6.1.5 NFS 1852.223-73 Safety and Health Plan (NOV 2004) - Alternate I (NOV 2004).....	48
6.1.6 NFS 1852.233-70 Protests to NASA (OCT 2002) .....	48
6.1.7 NFS 1852.245-80 Government Property Management Information (DEVIATION) (SEP 2007) .....	48
6.2 Part II - Proposal Preparation Instructions .....	49
6.2.1 Communications Regarding this Solicitation .....	49
6.2.2 Proposal Page Limitations (FEB 1998) .....	50
6.2.3 Other Proposal Page/Preparation Instructions .....	51
6.2.4 Delivery Instructions for Bids/Proposals .....	51
6.2.5 Due Date for Receipt of Proposals .....	51
6.3 Part III - Proposal Content.....	51
6.3.1 Volume I – Technical Capability .....	52
6.3.2 Volume II – Price.....	53
6.3.2.1 Instructions for Preparation of the Price Proposal .....	53
6.3.3 Volume III – Past Performance.....	54
6.3.4 Volume IV – Model Contract.....	55
6.4 Part IV - Evaluation.....	56
6.4.1 Evaluation Factors .....	56

6.5 Proposal Evaluation.....56

SECTION 7. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -  
COMMERCIAL ITEMS (NOV 2007) - ALTERNATE I (APR 2002).....58

**SECTION 2. CONTINUATION OF STANDARD FORM 1449****2.1 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 perform the requirements set forth in the Grounds and Landscaping Maintenance and Pesticide Control statement of work incorporated as attachment 1.

(End of clause)

**2.2 Place of Performance-Services**

The services to be performed under this contact shall be performed at the following location: NASA John F. Kennedy Space Center

(End of clause)

**2.3 Period of Performance**

This period of performance for this contract covers a 1-year base period and four 1-year option periods for a total potential period of performance of 5 years. The period of performance effective dates for each period are identified in the table below.

<b>Contractual Coverage</b>	<b>Period</b>
Phase-in Period	00/00/2008* - 09/30/2008
Base Period	10/01/2008 - 09/30/2009
Option Period 1	10/01/2009 - 09/30/2010
Option Period 2	10/01/2010 - 09/30/2011
Option Period 3	10/01/2011 - 09/30/2012
Option Period 4	10/01/2012 - 09/30/2013

\*phase-in period to be proposed by offeror.

(End of clause)

**2.4 Contract Value****2.5 Contract Line Item Section**

The Total firm fixed price (FFP) of this contract is shown in Table 2.5-1 below:

ITEM NO	SUPPLIES/SERVICE S	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		12	Mo		
Grounds Maintenance - Base Period FFP Period of performance shall be for one calendar year from date of award. Maintain <i>improved</i> grounds, Kennedy Space Center in accordance with PWS. FOB: Destination					
0002		12	Mo		
Grounds Maintenance – Base Periods FFP Period of performance shall be for one calendar year from date of award. Maintain <i>semi-improved</i> grounds, Kennedy Space Center in accordance with PWS. FOB: Destination					
0003		12	Mo		
Grounds Maintenance - Base Period FFP Period of performance shall be for one calendar year from date of award. Maintain <i>unimproved</i> grounds, Kennedy Space Center in accordance with PWS. FOB: Destination					
0004		1000	Hours		
Non-Recurring Services - BASE YEAR FFP ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Landscaping, Edging, Trimming, debris removal and other 'as required' services FOB: Destination					

0005		12	Months		
	Pest Control - Base Period FFP Period of performance shall be for one calendar year from date of award. Provide indoor/outdoor pest control services at Kennedy Space Center. IAW the Statement of Work (PWS). FOB: Destination				
0006		1000	Each		
	Maintain/Trim Trees- Base Period FFP Period of performance shall be for one calendar year from date of award. Maintain/Trim Trees over 6 feet in height at KSC IAW the Statement of Work (PWS). FOB: Destination				
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1000	Hours		
	Perform Special Events – Base period Period of performance shall be for one calendar year from date of award. ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Special Event requirements at KSC. IAW the Statement of Work (PWS). FOB: Destination				
0008		100	Each		
	Remove Trees - Base Period FFP Period of performance shall be for one calendar year from date of award. Remove Trees 6" - 24" diameter IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				

0009		1	Acre		
	Install Sod - Base Period FFP Period of performance shall be for one calendar year from date of award. Install Sod (maintain until established) IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
0010		1,500	Hours		
	Emergency Clean-Up - Base Period FFP Period of performance shall be for one calendar year from date of award. Emergency Clean-up IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
0011		1	Ea		
	Phase-in Period FFP Period of performance shall be as proposed by the offeror through contract start date. FOB: Destination				

ITEM NO	SUPPLIES/SERVICE S	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Mo		
	Grounds Maintenance – Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Maintain improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
1002		12	Mo		
	Grounds Maintenance – Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Maintain semi-improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
1003		12	Mo		
	Grounds Maintenance - Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Maintain unimproved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
1004		1000	Hours		
	Non-Recurrng Services - Option Year 1 FFP ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Landscaping, Edging, Trimming, debris removal and other 'as required' services FOB: Destination				

1005		12	Months		
<p>Pest Control - Option Year 1</p> <p>FFP</p> <p>Period of performance shall be for one calendar year from date of award. Provide indoor/outdoor pest control services at Kennedy Space Center. IAW the Statement of Work (PWS).</p> <p>FOB: Destination</p>					
1006		1000	Each		
<p>Maintain/Trim Trees- Option Year 1</p> <p>FFP</p> <p>Period of performance shall be for one calendar year from date of award. Maintain/Trim Trees over 6 feet in height at KSC IAW the Statement of Work (PWS).</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		1000	Hours		
	Perform Special Events – Option Year 1 Period of performance shall be for one calendar year from date of award. ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Special Event requirements at KSC. IAW the Statement of Work (PWS). FOB: Destination				
1008		100	Each		
	Remove Trees - Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Remove Trees 6" - 24" diameter IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
1009		1	Acre		
	Install Sod - Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Install Sod (maintain until established) IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
1010		1,500	Hours		
	Emergency Clean-Up - Option Year 1 FFP Period of performance shall be for one calendar year from date of award. Emergency Clean-up IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Mo		
	Grounds Maintenance – Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Maintain improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
2002		12	Mo		
	Grounds Maintenance – Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Maintain semi-improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
2003		12	Mo		
	Grounds Maintenance - Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Maintain unimproved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
2004		1000	Hours		
	Non-Rearing Services - Option Year 2 FFP ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Landscaping, Edging, Trimming, debris removal and other 'as required' services FOB: Destination				

2005		12	Months		
Pest Control - Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Provide indoor/outdoor pest control services at Kennedy Space Center. IAW the Statement of Work (PWS). FOB: Destination					
2006		1000	Each		
Maintain/Trim Trees- Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Maintain/Trim Trees over 6 feet in height at KSC IAW the Statement of Work (PWS). FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		1000	Hours		
	Perform Special Events – Option Year 2 Period of performance shall be for one calendar year from date of award. ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Special Event requirements at KSC. IAW the Statement of Work (PWS). FOB: Destination				
2008		100	Each		
	Remove Trees - Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Remove Trees 6" - 24" diameter IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
2009		1	Acre		
	Install Sod - Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Install Sod (maintain until established) IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
2010		1,500	Hours		
	Emergency Clean-Up - Option Year 2 FFP Period of performance shall be for one calendar year from date of award. Emergency Clean-up IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				

ITEM NO	SUPPLIES/SERVICE S	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Mo		
	Grounds Maintenance – Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Maintain improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
3002		12	Mo		
	Grounds Maintenance – Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Maintain semi-improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
3003		12	Mo		
	Grounds Maintenance - Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Maintain unimproved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
3004		1000	Hours		
	Non-Recurring Services - Option Year 3 FFP ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Landscaping, Edging, Trimming, debris removal and other 'as required' services FOB: Destination				

3005		12	Months		
Pest Control - Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Provide indoor/outdoor pest control services at Kennedy Space Center. IAW the Statement of Work (PWS). FOB: Destination					
3006		1000	Each		
Maintain/Trim Trees- Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Maintain/Trim Trees over 6 feet in height at KSC IAW the Statement of Work (PWS). FOB: Destination					

ITEM NO	SUPPLIES/SERVICE S	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		1000	Hours		
	Perform Special Events – Option Year 3 Period of performance shall be for one calendar year from date of award. ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Special Event requirements at KSC. IAW the Statement of Work (PWS). FOB: Destination				
3008		100	Each		
	Remove Trees - Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Remove Trees 6" - 24" diameter IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
3009		1	Acre		
	Install Sod - Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Install Sod (maintain until established) IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
3010		1,500	Hours		
	Emergency Clean-Up - Option Year 3 FFP Period of performance shall be for one calendar year from date of award. Emergency Clean-up IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Mo		
	Grounds Maintenance – Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Maintain improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
4002		12	Mo		
	Grounds Maintenance – Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Maintain semi-improved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
4003		12	Mo		
	Grounds Maintenance - Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Maintain unimproved grounds, Kennedy Space Center in accordance with PWS. FOB: Destination				
4004		1000	Hours		
	Non-Recurring Services - Option Year 4 FFP ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Landscaping, Edging, Trimming, debris removal and other 'as required' services FOB: Destination				

4005		12	Months		
<p>Pest Control - Option Year 4</p> <p>FFP</p> <p>Period of performance shall be for one calendar year from date of award. Provide indoor/outdoor pest control services at Kennedy Space Center. IAW the Statement of Work (PWS).</p> <p>FOB: Destination</p>					
4006		1000	Each		
<p>Maintain/Trim Trees- Option Year 4</p> <p>FFP</p> <p>Period of performance shall be for one calendar year from date of award. Maintain/Trim Trees over 6 feet in height at KSC IAW the Statement of Work (PWS).</p> <p>FOB: Destination</p>					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		1000	Hours		
	Perform Special Events – Option Year 4 Period of performance shall be for one calendar year from date of award. ON AN AS REQUIRED BASIS - Furnish all personnel, equipment, tools, materials, supervision and other items necessary to perform Special Event requirements at KSC. IAW the Statement of Work (PWS). FOB: Destination				
4008		100	Each		
	Remove Trees - Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Remove Trees 6" - 24" diameter IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
4009		1	Acre		
	Install Sod - Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Install Sod (maintain until established) IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				
4010		1,500	Hours		
	Emergency Clean-Up - Option Year 4 FFP Period of performance shall be for one calendar year from date of award. Emergency Clean-up IAW the Statement of Work (PWS). This CLIN shall be funded on an individual basis as services are required by task order. FOB: Destination				

### **SECTION 3. CONTRACT CLAUSES: ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS**

#### **3.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>. NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

#### **FAR (48 CFR Chapter 1) Clauses Incorporated by Reference:**

- (1) FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
- (2) FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- (3) FAR 52.245-1 Government Property (Jun 2007) - Alternate I (Jun 2007)

**Note: This solicitation incorporates by reference FAR 52.212-4. See Block 27a of Standard Form 1449.**

#### **3.1.1 FAR 52.216-18 Ordering (Oct 1995)**

(a) Any non recurring supplies and services to be furnished under this contract (i.e., those line items priced other than as a monthly price) 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 01 Oct 2008 through 30 Sep 2013.

(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)

#### **3.1.2 FAR 52.216-19 Order Limitations.**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$300.00 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 \$100,000
- (2) Any order for a combination of items in excess of \$300,000 or
- (3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in paragraph (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 3 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)

### **3.1.3 FAR 52.216-21 Requirements.**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 30 Sep 2013.

(End of clause)

### **3.2.1 FAR 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 anytime prior to the expiration date of the contract.

(End of clause)

### **3.2.2 FAR 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 10 days prior to the contract expiration, 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.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years, 6 months.

(End of clause)

### **3.2.3 FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUN 2007)**

- (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 rerepresent 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/sizestandardsttopics/>.
- (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 561730 assigned to contract number \_\_\_\_\_ . (Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

**3.3 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)**

- (a) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

MATERIAL (If none, insert None)	Identification No.
_____	_____
_____	_____
_____	_____

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.
- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to -
    - (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) Obtain medical treatment for those affected by the material; and
    - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

### **3.4 FAR 52.245-2 Government Property Installation Operation Services (JUN 2007)**

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon

notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause: Yes. See Exhibit 8.

(End of clause)

### **3.5 FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR 18) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

### **3.6 NFS 1852.215-84 Ombudsman (OCT 2003)**

- (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:

James E. Hattaway, Jr.  
Telephone: (321) 867-2346  
FAX: (321) 867-8807  
Email: [James.E.Hattaway@nasa.gov](mailto:James.E.Hattaway@nasa.gov)

NASA John F. Kennedy Space Center  
Mail Code: AA-B  
Kennedy Space Center, Florida 32899

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](mailto:james.a.balinskas@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of clause)

### **3.7 NFS 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)

### **3.8 NFS 1852.223-70 Safety and Health (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 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 Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of \$25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than \$1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.
- (e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.
- (f)
  - (1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When 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.
  - (2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.
- (g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:
  - (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 Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

- (h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause.
- (i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.
- (j) The contractor shall continually update the safety and health plan when necessary. In particular, the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence -
  - (1) Written hazardous operating procedures for all hazardous operations; and/or
  - (2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

### **3.9 NFS 1852.223-75 Major Breach of Safety or Security (FEB 2002)**

- (a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. Safety is essential to NASA and is a material part of this contract. NASA's safety priority is to protect: (1) the public; (2) astronauts and pilots; (3) the NASA workforce (including contractor employees working on NASA contracts); and (4) high-value equipment and property. A major breach of safety may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of safety must be related directly to the work on the contract. A major breach of safety is an act or omission of the Contractor that consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Safety and Health Administration (OSHA) or by a state agency operating under an OSHA approved plan.
- (b) Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may constitute a breach of contract that entitles the Government to exercise any of its rights and remedies applicable to material parts of this contract, including termination for default. A major breach of security may occur on or off Government installations, but must be related directly to the work on the contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information, illegal technology transfer, workplace violence resulting in criminal conviction, sabotage, compromise or denial of information technology services, equipment or property damage from vandalism greater than \$250,000, or theft greater than \$250,000.
- (c) In the event of a major breach of safety or security, the Contractor shall report the breach to the Contracting Officer. If directed by the Contracting Officer, the Contractor shall conduct its own investigation and report the results to the Government. The Contractor shall cooperate with the Government investigation, if conducted.

(End of clause)

### **3.10 NFS 1852.225-70 Export Licenses (FEB 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.
- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

(End of clause)

### **3.11 NFS 1852.228-75 Minimum Insurance Coverage (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows: The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.
- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

**3.12 NFS 1852.237-73 Release of Sensitive Information (JUN 2005)**

- (a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.
- (b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.
- (c)
- (1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:
- Mark the title page with the following legend:
- This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].
- Mark each page of sensitive information the Contractor wishes to restrict with the following legend:
- Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.
- (2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.
- (d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:
- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.

- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
  - (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
  - (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
  - (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.
  - (7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.
  - (8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.
- (e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.
- (f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.
- (g) The Contractor shall insert this clause, including this paragraph (g) , suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

(End of clause)

### **3.13 NFS 1852.242-70 Technical Direction (SEP 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
  - (1) Constitutes an assignment of additional work outside the statement of work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

- (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--
- (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the contractor and contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.
- (End of clause)

**3.14 NFS 1852.242-72 Observance of Legal Holidays (AUG 1992) - Alternate II (OCT 2000)**

- (a) The on-site Government personnel observe the following holidays: New Year's Day, Labor Day, Martin Luther King, Jr.'s Birthday, Columbus Day, President's Day, Veterans Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas Day, and any other day designated by Federal statute, Executive order, or the President's proclamation.
  - (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.
  - (c) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.
- (End of clause)

**3.15 NFS 1852.245-71 Installation-Accountable Government Property (DEVIATION) (SEP 2007)**

- (a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the

property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1.

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

(b)

- (1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
  - (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.
  - (iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked.

- (1)  Office space, work area space, and utilities as listed in Exhibit 9. Government telephones are available for official purposes only.
- (2)  Office furniture.
- (3)  Property listed in Exhibit 8.
  - (i) 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.
  - (ii) 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.
- (4)  Supplies from stores stock.
- (5)  Publications and blank forms stocked by the installation.
- (6)  Safety and fire protection for Contractor personnel and facilities.
- (7)  Installation service facilities: None.
- (8)  Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
- (9)  Cafeteria privileges for Contractor employees during normal operating hours.
- (10)  Building maintenance for facilities occupied by Contractor personnel.
- (11)  Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

**3.16 NFS 1852.245-77 List of Government Property Furnished Pursuant to FAR 52.245-2 (SEP 2007)**

For performance of work under this contract, the Government will make available Government property identified in Exhibit 8 of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at the NASA John F. Kennedy Space Center and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

**3.17 NFS 1852.245-82 Occupancy Management Requirements (DEVIATION) (SEP 2007)**

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, the Contractor shall comply with the following in performance of work in and around Government real property:
  - (1) NPD 8800.14, Policy for Real Property Management.
  - (2) NPR 8831.2, Facility Maintenance Management
- (b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

- (c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.
- (d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

(End of Clause)

### **3.18 NFS 1852.246-72 Material Inspection and Receiving Report (AUG 2003)**

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in duplicate copies, an original and 1 copy.
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

### **3.19 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's 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 \_\_\_\_\_ (quantity to be determined at time of award).

(End of clause)

### 3.20 KSC 52.242-90 Controls Applicable to Contractor's Activities (OCT 2007)

#### Definitions:

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.

Document Number	Acquisition
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	45 <sup>th</sup> 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 JOINT BASE OPERATIONS AND SUPPORT CONTRACT (JBOSC) OR SUCCESSOR 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 JOINT BASE OPERATIONS AND SUPPORT CONTRACT (JBOSC) OR SUCCESSOR Environmental Health, JOINT BASE OPERATIONS AND SUPPORT CONTRACT (JBOSC) OR SUCCESSOR 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 JOINT BASE OPERATIONS AND SUPPORT CONTRACT (JBOSC) OR SUCCESSOR

Environmental Health office. (NOTE: Contact JOINT BASE OPERATIONS AND SUPPORT CONTRACT (JBOSC) OR SUCCESSOR 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)).

(End of clause)

**3.21 Representations, Certifications and Other Statements of Offeror**

The completed provision 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the offer dated \_\_\_\_\_ are hereby incorporated by reference in this resulting contract.

(End of clause)

**3.22 Equal Employment Opportunity Reporting**

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer within seven days of submission to the Office of Federal Contract Compliance Programs. This report may be provided either electronically or in hard copy.

(End of clause)

**SECTION 4. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES AND EXECUTIVE ORDERS-COMMERCIAL ITEMS (FEB 2008)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: Contracting Officer check as appropriate.
- (1)  52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - (2)  52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
  - (3)  52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (4)  Reserved.
  - (5)
    - (i)  52.219-6, Notice of Total Small Business Set-Aside (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.
  - (6)
    - (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.
  - (7)  52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
  - (8)
    - (i)  52.219-9, Small Business Subcontracting Plan (NOV 2007) (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.
  - (9)  52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
  - (10)  52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  - (11)
    - (i)  52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.
- (12)  52.219-25, Small Disadvantaged Business Participation Program — Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13)  52.219-26, Small Disadvantaged Business Participation Program — Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14)  52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)(15 U.S.C. 657 f).
- (15)  52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- (16)  52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (17)  52.222-19, Child Labor—Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- (18)  52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (19)  52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (20)  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).
- (21)  52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (22)  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).
- (23)  52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (24)
  - (i)  52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
  - (ii)  Alternate I (AUG 2007) of 52.222-50.
- (25)
  - (i)  52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962l(3)(A)(ii)).
  - (ii)  Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)l).
- (26)  FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (27)
  - (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.
- (28)  52.225-1, Buy American Act — Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- (29)
  - (i)  52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (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.
- (30)  52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (31)  52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (32)  52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (33)  52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (34)  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)).
- (35)  52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (36)  52.232-33, Payment by Electronic Funds Transfer — Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- (37)  52.232-34, Payment by Electronic Funds Transfer — Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (38)  52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (39)  52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (40)
- (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 I, 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.) [See Wage Determination Attachment].

Employee Classification	Equivalent Rate
Pest Controller	WG-7
Labor, Grounds Maintenance	WG-3

- (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 (NOV 2007) (41 U.S.C. 351, et seq.).
- (7)  52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007)(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 paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- (iii) 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).
- (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (vi) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).
- (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

- (viii) 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.).
  - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
  - (x) 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 5. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Description</b>	<b>Number of Pages</b>
1	Statement of Work	16
2	Data Requirements List and Data Requirements	4
3	Collective Bargaining Agreement	93
4	Wage Determination	18
5	PIV Card Issuance Procedures	4
	Safety and Health Plan *	
	Management Plan *	
6	Pricing Support Spreadsheet	30
7	Past Performance Questionnaire	4

\* Contractor to provide items with proposal

<b>Exhibit Number</b>	<b>Description</b>	<b>Number of Pages</b>
1	Area Maps	51
2	KSC Railroad System Map	1
3	KSC Mowing Schedules	8
4	Landscaping and Fertilization Schedules	1
5	Herbicide Schedule	1
6	Pest Management Schedule	6
7	Environmental Permits	3
8	Equipment List	2
9	Office, Shop and Storage Space	1
10	Pest Management Trouble Calls Historical	1
11	Compliance Documents	9
12	Overview Mow and Stormwater	9
13	DOD Pesticides List	6
14	Herbicide Above Ground Pipe	1

**SECTION 6. SOLICITATION PROVISIONS: ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS****6.1 Part I - Solicitation Provisions****6.1.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): Federal Acquisition Regulation (FAR) clauses: <http://www.acqnet.gov/far/>. NASA FAR Supplement (NFS) clauses: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

- (1) FAR 52.232-18 Availability of Funds (APR 1984)
- (2) FAR 52.232-38 Submission of Electronic Funds Transfer Information With Offer (MAY 1999)

**Note: This solicitation incorporates by reference FAR 52.212-1. See Block 27a of Standard Form 1449.**

**6.1.2 FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a firm-fixed-price contract resulting from this solicitation.

(End of provision)

**6.1.3 FAR 52.222-24 Preaward On-site Equal Opportunity Compliance Evaluation (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)

**6.1.4 FAR 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: NASA Kennedy Space Center, Mail Code: OP-OS, Attention: Beverly C. Davis, 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)

#### **6.1.5 NFS 1852.223-73 Safety and Health Plan (NOV 2004) - Alternate I (NOV 2004)**

- (a) The apparent low bidder, upon request by the Contracting Officer, shall submit a detailed safety and occupational health plan (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall be submitted within the time specified by the Contracting Officer. Failure to submit an acceptable plan shall make the bidder ineligible for the award of a contract. 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)

#### **6.1.6 NFS 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)

#### **6.1.7 NFS 1852.245-80 Government Property Management Information (DEVIATION) (SEP 2007)**

- (a) The offeror shall identify the industry leading or voluntary consensus standards, and/or the industry leading practices, that it intends to employ for the management of Government property under any contract awarded from this solicitation.
- (b) The offeror shall provide the date of its last Government property control system analysis along with its overall status, a summary of findings and recommendations, the status of any

recommended corrective actions, the name of the Government activity that performed the analysis, and the latest available contact information for that activity.

- (c) The offeror shall identify any property it intends to use in performance of this contract from the list of available Government property in the provision at 1852.245-81, List of Available Government Property.
- (d) The offeror shall identify all Government property in its possession, provided under other Government contracts that it intends to use in the performance of this contract. The offeror shall also identify: the contract that provided the property, the responsible contracting officer, the dates during which the property will be available for use (including the first, last, and all intervening months), and, for any property that will be used concurrently in performing two or more contracts, the amounts of the respective uses in sufficient detail to support prorating the rent, the amount of rent that would otherwise be charged in accordance with FAR 52.245-9, Use and Charges, and the contact information for the responsible Government contracting officer. The offeror shall provide proof that such use was authorized by the responsible contracting officer.
- (e) The offeror shall disclose cost accounting practices that allow for direct charging of commercially available equipment, when commercially available equipment is to be used in performance of the contract and the equipment is not a deliverable.
- (f) The offeror shall identify, in list form, any equipment that it intends to acquire and directly charge to the Government under this contract. The list shall include a description, manufacturer, model number (when available), quantity required, and estimated unit cost.
- (g) The offeror shall disclose its intention to acquire any parts, supplies, materials or equipment, to fabricate an item of equipment for use under any contract resulting from this solicitation when that item of equipment: will be titled to the government under the provisions of the contract; is not included as a contract deliverable; and the Contractor intends to charge the costs of materials directly to the contract. The disclosure shall be in list form, parts shall be grouped by and identify the end item or system and shall include all descriptive information, manufacturer, model, part, catalog or other identification numbers (when available), quantities required, and estimated unit costs.
- (h) Existing available Government property listed in the provision at 1852.245-81 is provided "as is". NASA makes no warranty regarding its performance or condition. The offeror uses this property at its own risk and should make its own assessment of the property's suitability for use. The equitable adjustment provisions of the clause at 52.245-1, Government Property, are not applicable to this property. The offeror must obtain the Contracting Officer's written approval before acquiring replacement property when it intends to charge the cost directly to the contract.
- (i) Existing Government property may be reviewed during the site visit.

(End of provision)

## **6.2 Part II - Proposal Preparation Instructions**

### **6.2.1 Communications Regarding this Solicitation**

- (a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name: Beverly C. Davis

FAX: 321.867.1188

Email: [Beverly.Davis@nasa.gov](mailto:Beverly.Davis@nasa.gov)

**Note: Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.**

- (b) Questions or comments should be submitted no later than 10:00 am Local time, 03 July 2008 to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.
- (c) Questions or comments shall not be directed to the technical activity personnel.
- (End of provision)

### 6.2.2 Proposal Page Limitations (FEB 1998)

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

Due Date	Volume	Proposal Part Required	Page Limit	Paper Copies Required (including Original)	Required CD copies
	I	<b>Technical Capability</b>	<b>15</b>	<b>4</b>	
		Management Plan consisting of:			
		• Phase-in Plan	4		
		• Narrative	10		
		Checklist Initialed	1		
		Safety & Health Plan	None	2	
	II	<b>Price</b>	<b>None</b>	<b>2</b>	<b>2</b>
	III	<b>Past Performance</b>	<b>4</b>	<b>2</b>	
	IV	<b>Model Contract</b>	<b>None</b>	<b>2</b>	
		Signed SF1449 Representations and Certifications			

- (b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used.
- (c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price 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)

### **6.2.3 Other Proposal Page/Preparation 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 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)

### **6.2.4 Delivery Instructions for Bids/Proposals**

- (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 (applicable to mailed and hand-delivered proposals) shall contain the solicitation number, the name and address of the offeror, the words "TO BE OPENED BY THE CONTRACTING OFFICER ONLY" and be made to the attention of Contracting Officer, Beverly C. Davis, Mail Code: 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.
- (c) **Late Delivery of Offers/Bids:** Late offers/bids will be processed in accordance with FAR 52.212-1, "Instructions to Offerors - Commercial Items (SEP 2006)," included in this solicitation.

(End of provision)

### **6.2.5 Due Date for Receipt of Proposals**

To be considered, the due date for receipt of proposals, whether delivered by the offeror or by a commercial courier is 2:00 PM Eastern Standard Local Time, 25 JUL 08.

## **6.3 Part III - 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 sub-factors provided in provision 6.4.1. 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 all of the requirements of the statement of work.

It will be the responsibility of each offeror to demonstrate not only the overall quality of their proposed methodologies to perform all of the required tasks, but also how their experience matches the statement of work performance 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)

### **6.3.1 Volume I – Technical Capability**

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

- A. Management Plan
- B. Safety and Health Plan

#### **A. Management Plan**

1. The offeror shall describe the proposed management approach, strategies, policies, and procedures to provide flexible, effective, and efficient implementation of the customer requirements in the Statement of Work, integrate and report cost, technical and schedule performance, and communicate with internal and external customers. The offeror shall propose a process for providing landscaping services, including how such work will be accomplished by licensed individuals where required. This discussion shall include the approach to accommodating workload adjustments (such as for non-recurring site preparation for launches, etc) 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 describe the proposed approach to labor relations and the offeror's experience in dealing with employee unions and labor relations.

The offeror shall describe how the offeror will comply with all the economic terms of the existing collective bargaining agreement that is referenced in Attachment 3. The offeror shall discuss in detail the offeror's plan to negotiate a new collective bargaining agreement and how the offeror will maintain reasonable terms and conditions for the workforce.

The offeror shall provide proposed organizational charts, 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 GLMPC 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 responses to varying workloads, hire, dismiss, promote, and demote personnel, select, administer, and terminate subcontracts, and provide training.

The offeror shall describe all equipment which the offeror shall provide in order to accomplish the requirements, including the approach for obtaining this equipment (i.e. lease, rental, business loans) and indicate financial ability to do so.

2. The offeror shall describe the phase-in plan which will be 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 plan shall include a phase-in schedule with the time required for badging requirements and background checks, as indicated in FAR 52.204-9, Personal Identity Verification of Contractor Personnel, 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 the current contract to this follow-on effort.

3. Descriptive narrative. Offeror shall provide a narrative that outlines how the offeror intends to accomplish the statement of work, stated in such a way that one can discern, for example, how many employees were planned in the proposal, that the CBA shown in Attachment 3 was complied with, the equipment purchase and maintenance was included, and other information which shows the offeror's approach to the requirement.

4. Checklist as stated in 6.2.2

#### B. Safety and Health Plan

The offeror shall submit a detailed safety and occupational health plan as part of the proposal, in accordance with NFS 1852.223-73 SAFETY AND HEALTH PLAN (NOV 2004)

### 6.3.2 Volume II – Price

#### 6.3.2.1 Instructions for Preparation of the Price Proposal

##### General Price Proposal Information

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 resources necessary to complete requirements of this contract.
- (ii) comply with applicable FAR, NFS, wage determinations and governing statutory requirements, and the current collective bargaining agreement.

The price proposal shall be submitted in one volume labeled Volume II-Price. Scanned spreadsheets are not considered electronic format. The spreadsheets included on the CDs shall be in Microsoft Excel format.

Offerors shall complete Contract Line Item Pricing at Table 2.5-1, and include it in Volume II- Price, as well as part of the Model Contract Volume.

Offerors shall complete Attachment 6- Price Support Spreadsheet, and include it in Volume II – Price. Attachment 6 consists of the following spreadsheets/workbooks, with instructions for limited input:

Instructions

Data Input

Overhead

Fringe

G&A  
 ODCs  
 Overview  
 Productive  
 Non-Productive  
 Taxable Base  
 Payroll Adds  
 Fringe  
 Subtotal  
 General Liability  
 Total Labor  
 Summary

Offerors shall provide the same level of pricing information and spreadsheets for all proposed subcontractors, if any.

### 6.3.3 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.

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 past performance. Refer to FAR 15.305(a)(2)(iii).

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.

Customer's name, address, telephone number of both the lead contractual and technical personnel. (Please verify phone numbers provided are current and correct.)

Date of contract, place(s) of performance and delivery dates or periods of performance.

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 PWS to be performed.

Magnitude of work directly accomplished by the company on the relevant contract in relation to the total effort.

Method of acquisition: competitive or noncompetitive

Nature of award: initial or follow on

Any major problems and how they were overcome. List any major deviations or waivers to requirements that were granted by the customer.

Whether delivery was on time and, if not, why; adherence to program schedules, incentive performance (eg schedule and technical) history, if applicable

Average number of personnel on the contract per year

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.

Complete Attachment 7 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:

Beverly Davis

HQ Bldg, Rm 2443G, Mail Stop OP-OS, Kennedy Space Center, FL 32899

Fax 321-867-1188, email [Beverly.Davis@nasa.gov](mailto:Beverly.Davis@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 (SF1449). It is the offeror's responsibility to ensure that its references deliver the questionnaires to NASA by the required time and date.

The Government may obtain additional information for use in the evaluation of past performance from any source, including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. Although the Government has the ability to see information from any source, this does not place any duty upon the Government to locate past performance information. The burden of providing all such information is always upon the offeror in question.

The ability of the Government to see past performance information from any source is not limited by any restrictions upon offerors in the solicitation regarding the number or nature of contracts to be submitted for review. For example, if the solicitation limits each offeror to submitting three relevant contracts performed during the past five years, the Government may nevertheless independently locate and evaluate five contracts performed by the offeror in the past five years

The Government will seek to engage in an even-handed and fair evaluation process, however, the Government has absolutely no obligation to engage in 'equal' comparisons of past performance of all offerors. For example, if the Government receives information from outside sources regarding the past performance of two additional contracts of an offeror, the Government is not then obligated to search for the past performance of two additional contracts for every other offeror.

In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance

#### **6.3.4 Volume IV – Model Contract**

In addition to the proposal submission requirements of FAR 52.212-1, Instructions to Offerors - Commercial Items, the offeror shall include the following information in the proposal:

- (a) A completed copy of the Standard Form 1449, signed by an official authorized to contractually bind the offeror.

- (b) The pages from the RFP with the required offeror fill-ins. The balance of the RFP need not be returned unless the offeror has made changes to other pages that will constitute part of the contract. Any such changes must be separately identified as exceptions.

(End of text)

## **6.4 Part IV - Evaluation**

### **6.4.1 Evaluation Factors**

The following factors will be used to evaluate proposals:

- (a) Technical Capability
- (b) Price
- (c) Relevant Past Performance

(End of text)

## **6.5 Proposal Evaluation**

- (a) Proposals will be evaluated in accordance with FAR 15.101-2, "Lowest price technically acceptable source selection process", FAR 15.305(a)(2) "Past performance evaluation", and NFS 1815.305-70, "Identification of unacceptable proposals", on the basis of the lowest evaluated priced, technically acceptable offeror meeting or exceeding the requirements set forth in Attachment 1, Statement of Work. The Government will evaluate the offeror's approach and methodology described in the Technical Capability, Volume I for (a) effectively and efficiently planning, controlling, directing and utilizing the resources required to accomplish the services under the Grounds and Landscaping, Maintenance and Pest Control, (b) demonstrating a clear understanding of the requirements and (c) for clearly identifying and mitigating risks associated with the offeror's approach, based on the technical evaluation, proposals will be rated as technically acceptable or not acceptable. Once a proposal has been determined to be 'technically acceptable', award will be based on the lowest price.
- (b) The Government will evaluate offers for award purposes by determining the proposed price for requirements by multiplying the unit price times the quantities specified for each year, and adding the total price for all options, as well as the phase-in pricing, to the total price for the basic requirement. Price proposals will also be evaluated for completeness. A proposal may be rejected if the Contracting Officer determines that pricing information is incomplete. Proposals will be reviewed for reasonableness and realism to determine whether they reflect an understanding of the requirements or contain apparent mistakes. The offeror's proposed approach and methodology described in Technical Capability Volume I must be consistent with the price proposal. As part of the price evaluation, proposals will be reviewed to identify any significant unbalanced pricing. In accordance with FAR 15.404-1(g), Unbalanced Pricing, a proposal may be rejected if the Contracting Officer determines the lack of balance poses an unacceptable risk to the Government. 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) Past performance will be evaluated on an acceptable/unacceptable basis. By past performance, the Government means the offeror's record of conforming to past or current contracts' terms and conditions, the offeror's adherence to contract schedules, including the administrative aspects of performance, and the offeror's record of reasonable and cooperative behavior. Evaluation of past performance will be a subjective assessment on an acceptable/unacceptable basic, based on the information submitted by the offeror and/or

gathered by the Government through other sources. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to compliance with contract terms and conditions. Offerors who have submitted a technically acceptable proposal will be given an opportunity to address any unfavorable reports of past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(End of provision)

**SECTION 7. FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -  
COMMERCIAL ITEMS (NOV 2007) - ALTERNATE I (APR 2002)**

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

(a) Definitions. As used in this provision -

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

"Forced or indentured child labor" means all work or service-

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

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

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

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

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

- (1) Means a small business concern-
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on

Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (3) Taxpayer Identification Number (TIN).

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 1.60494;
  - Other \_\_\_\_\_.
- (5) Common parent.
- Offeror is not owned or controlled by a common parent;
  - Name and TIN of common parent:  
Name: \_\_\_\_\_  
TIN: \_\_\_\_\_

- (c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.
- (1) Small business concern. The offeror represents as part of its offer that it  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):

Average Annual Gross Revenues	Number of Employees
<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.
- (d) Representations required to implement provisions of Executive Order 11246-
- (1) Previous contracts and compliance. The offeror represents that-
    - (i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
    - (ii) It  has,  has not filed all required compliance reports.
  - (2) Affirmative Action Compliance. The offeror represents that-
    - (i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
    - (ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.
- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have

been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	

(List as necessary)

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

(g)

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "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.

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 Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--
- (1)  are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
  - (2)  have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
  - (3)  are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
- (i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)
- (1) Listed end products.
 

Listed End Product	Listed Countries of Origin
  - (2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)
    - (i)  The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
    - (ii)  The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.
- (j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--
- (1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
  - (2)  Outside the United States.
- (k) 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 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)

- (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (l)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.
- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12

months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

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

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

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

(End of provision)