

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING DO-C9	PAGE OF PAGES 1 81
3. SOLICITATION NO. NNA09281196R		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY NASA Ames Research Center Attn: JAC; M/S 241-1 William E. Hale Moffett Field, CA 94035-0001		CODE		8. ADDRESS OFFER TO (If other than Item 7)	
6. REQUISITION/PURCHASE NO. 4200281196					

NOTE: In sealed bid solicitations "offer" and "Offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand-carried, in the depository located in **Building 241, Room 219 until 1:00 PM Pacific Standard Time (PST) on March 24, 2010.**

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME William E. Hale	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-2849	C. EMAIL ADDRESS William.Hale@nasa.gov
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. AREA CODE NUMBER EXT	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (5) <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 25
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24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE CFS:203-18
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SUPPLIES AND/OR SERVICES TO BE PROVIDED

(a) This is a single award Indefinite Delivery Indefinite Quantity (IDIQ) contract with Firm-Fixed-Price (FFP) and Time and Material (T&M) Contract Task Orders (CTO). The contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specification/Work Statement set forth in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Price
01*	Logistics Management Services (LMS), including services for the NASA Ames Conference Center (NACC), for the Phase-In Period set forth in Section F., paragraph F.2 (a), in accordance with the Phase-In Plan.	1	Job	\$ _____
02*	LMS, including services for the NACC, for the Base Period set forth in Section F., paragraph F.2 (b); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3	TBD	Contract Task Orders	See Table of Cumulative Contract Task Order Values Attachment J.1.(a) 10
02A	Contract Task Orders (CTOs) for additional, within scope, services in support of LMS, including services for the NACC for the contract's Base Period of Performance	TBD	Contract Task Orders	Based on Contract Task Orders
03	Materials, Travel, and Training Cost, within scope, for the base period and all exercised options; (T&M)	TBD	Contract Task Orders	Not to Exceed Amount on Task Orders

*Line Items 01 and 02: Proposed Task Orders will be negotiated and issued subsequent to award.

(b) OPTION PERIODS:

If Option Periods are exercised pursuant to Clause 52.217-9, "Option to Extend the Term of the Contract," the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Description/Specifications/Work Statement in Section C and as identified under individual task orders.

1. Item No.	2. Description	3. Qty	4. Unit	5. Price
OPTION PERIOD 1				
04	LMS, including services for the NACC, set forth in Section F., paragraph F.2 (c); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3	TBD	Contract Task Orders	See Table of Cumulative Contract Task Order Values Attachment J.1.(a) 10

1. Item No.	2. Description	3. Qty	4. Unit	5. Price
04A	Contract Task Orders (CTOs) for additional, within scope, services in support of LMS, including services for the NACC for the Period of Performance for Option Period 1.	TBD	Contract Task Orders	Based on Contract Task Orders
OPTION PERIOD 2				
05	LMS, including services for the NACC, set forth in Section F., paragraph F.2 (d); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3	TBD	Contract Task Orders	See Table of Cumulative Contract Task Order Values Attachment J.1.(a) 10
05A	Contract Task Orders (CTOs) for additional, within scope, services in support of LMS, including services for the NACC for the Period of Performance for Option Period 2.	TBD	Contract Task Orders	Based on Contract Task Orders
OPTION PERIOD 3				
06	LMS, including services for the NACC, set forth in Section F., paragraph F.2 (e); including the Contract Data Requirements List set forth in Attachment J.1.(a) 3	TBD	Contract Task Orders	See Table of Cumulative Contract Task Order Values Attachment J.1.(a) 10
06A	Contract Task Orders (CTOs) for additional, within scope, services in support of LMS, including services for the NACC for the Period of Performance for Option Period 3.	TBD	Contract Task Orders	Based on Contract Task Orders

(END OF CLAUSE)

B.2 TYPE OF CONTRACT: INDEFINITE DELIVERY INDEFINITE QUANTITY/FIRM-FIXED-PRICE

This contract is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract. Services will be ordered using Firm Fixed Price (FFP) task orders, and ODCs will be ordered using Time and Materials (T&M) task orders.

The minimum contract value of work that will be ordered under this contract is \$100,000. The maximum value that can be ordered under this contract is \$48,000,000.

The maximum amount may be adjusted unilaterally by the Government on an annual basis. Historic, current, and/or projected workload requirements will be used to determine the amount of upward adjustment. In no event will the adjusted maximum amount exceed 10% of the original \$48,000,000 maximum amount.

(END OF CLAUSE)

B.3 CUMULATIVE VALUE FOR TASK ORDERS

This clause identifies the total price to be paid to the Contractor for acceptable performance of all services described in issued task orders. This clause will be updated on a periodic basis to reflect the value of issued task orders.

The total price (Firm-Fixed Price plus Not-To-Exceed amount for T&M requirements) of the

Contract Task Orders is included in Attachment J.1(a)10, Table of Cumulative Contract Task Order Values.

(END OF CLAUSE)

B.4 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FIRM-FIXED-PRICE (FFP) RATE PROVISION

(a) The purpose of this clause is to set forth Not-to-Exceed Firm-Fixed-Priced (FFP) combined (fully burdened) direct, indirect, and profit rates for the contract, as identified in Attachment J.1(a)(6), Pricing Template Workbook, to be used in subsequent negotiations of IDIQ FFP contract task orders (CTOs), in accordance with the task ordering procedures set forth in this contract. The contractor may propose rates less than the Not-to-Exceed Firm-Fixed Priced Rates. Contingent upon approval by the Contracting Officer, the rates may be subject to change through bi-lateral agreement(s) between the Government and the contractor, if so requested by the contractor, after any Collective Bargaining Agreement updates or on an annual basis for Wage Determination updates. Any such changes to the rates shall not be used to retroactively change any prior negotiated CTO agreements

(b) In accordance with Section I clause 52.216-22 – Indefinite Quantity, a Contract Task Order may be issued at any time within the period specified in clause B.5, Limitations on Period of Performance.

(END OF CLAUSE)

B.5 LIMITATIONS ON PERIOD OF PERFORMANCE

The period of performance for issuing CTOs under this contract is for two years from the effective date of the contract. This contract also includes three one-year options for additional ordering periods if exercised by the Government. Each individual CTO will include its own period of performance.

(END OF CLAUSE)

[END OF SECTION]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 SPECIFICATION/STATEMENT OF WORK

The Contractor shall provide the Logistics Management Services specified in Section B in accordance with the Statement of Work incorporated in Section J as Attachment J.1(a)1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) – SECTION D

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR SUPPLEMENT (NFS) CLAUSES:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

[END OF SECTION]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) – SECTION E

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR SUPPLEMENT (NFS) CLAUSES:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

E.2 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 and one (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)

[END OF SECTION]

SECTION F - DELIVERIES AND PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR SUPPLEMENT (NFS) CLAUSES:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.247-34	NOV 1991	F.O.B. DESTINATION

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
None included by reference		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

The performance period for issuing task orders under this contract is set forth below. Each individual task order will include its own period of performance.

(a) PHASE-IN PERIOD

The Phase-in Period of this contract shall be for 30 days beginning on the effective date of this contract.

(b) BASE PERIOD

The base period of performance of this contract shall be 23 months from the end of the Phase-In Period.

(c) OPTION PERIOD 1

If exercised, the period of performance of the first option of this contract shall be 12 months from the end of the Base Period.

(d) OPTION PERIOD 2

If exercised, the period of performance of the second option of this contract shall be 12 months from the end of Option Period 1.

(e) OPTION PERIOD 3

If exercised, the period of performance of the third option of this contract shall be 12 months from the end of Option Period 2.

(END OF CLAUSE)

F.3 PLACE OF PERFORMANCE

The services to be performed under this contract shall be performed at the following location(s): Moffett Field, CA and at such other locations as may be directed by the Contracting Officer.

(END OF CLAUSE)

F.4 DELIVERY SCHEDULE

(a) The Contractor shall deliver the supplies and services as required by this contract and the individual CTOs.

Unless specified otherwise, all items shall be delivered to:

NASA Ames Research Center
Attn: (Name of the Contracting Officer Technical Representative, Mail Stop TBD)
Contract "TBD"
Moffett Field, CA 94035-0001

(c) All reports and documentation shall be mailed in accordance with Paragraph F.5, Delivery of Reports, or as specified in the individual task order.

(END OF CLAUSE)

F.5 DELIVERY OF REPORTS

Unless otherwise specified, all reports shall be addressed to the recipients listed in Section J, Attachment J.1(a) 3, "Contract Data Requirements List." Reports specific to a single CTO will be specified in the appropriate contract task order.

(END OF CLAUSE)

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION G

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

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NASA FAR SUPPLEMENT (NFS) CLAUSES:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.227-86	DEC 1987	COMMERCIAL COMPUTER SOFTWARE--LICENSING

(END OF CLAUSE)

G.2 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)

**G.3 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY.
(DEVIATION) (SEP 2007) -- ALTERNATE I (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
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=4100&s=1D>

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=4200&s=1F>

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements
<http://nodis3.gsfc.nasa.gov/displayDir.cfm?t=NPR&c=4300&s=1A>

Property not recorded in NASA property systems must be managed in accordance with the requirements of FAR 52.245-1 http://www.acquisition.gov/far/current/html/52_245.html

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 center industrial property officer (IPO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

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

(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 IPO 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. Government telephones are available for official purposes only.

(2) Office furniture.

(3) Property listed in attachment J.1(a) 4, Installation-Accountable Government Property

(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 and on-site Associated Industries for the Blind (AIB)

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

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

(7) Installation service facilities: All on-site facilities as required by Contract Task Order.

(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)

G.4 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (DEVIATION) (NASA 1852.245-74) (SEP 2007)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA-HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA-STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts. This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

(b) Property shall be marked in a location that will be human readable, without disassembly or movement of the property, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.

(c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:

- (1) Item Description.
- (2) Unique Identification Number (License Tag).
- (3) Unit Price.
- (4) An explanation of the data used to make the unique identification number.

(d) For items physically transferred under paragraph (a) the following additional data is required:

- (1) Date originally placed in service.
- (2) Item condition.
- (3) Date last serviced.

(e) The data required in paragraphs (c) and (d) shall be delivered to the NASA center receiving activity listed below:

NASA Ames Research Center
Attn: Central Shipping and Receiving
Mail Stop 255-3
Moffett Field, CA 94035-0001

(f) The contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(END OF CLAUSE)

G.5 ARC 52.232-90 SUBMISSION OF INVOICES (JUN 2008)

(a) Invoices shall be prepared in accordance with the Prompt Payment clause of this contract and submitted in quadruplicate, unless otherwise specified, to the address below:

NASA Shared Services Center (NSSC)
Financial Management Division (FMD)—Accounts Payable
Bldg. 1111, Road C
Stennis Space Center, MS 39529

This is the “designated billing and payment office” for purposes of the Prompt Payment Act. Invoices shall include the Contractor’s Taxpayer Identification Number (TIN). Electronic submission is also authorized, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415.

(b) In the event that amounts are withheld from payment in accordance with the New Technology clause or other provisions of this contract, a separate invoice for the amount withheld shall be required before payment of that amount is made.

(END OF CLAUSE)

[END OF SECTION]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) -- SECTION H

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses: <http://www.acquisition.gov/far/index.html>

NASA FAR SUPPLEMENT (NFS) CLAUSES:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATING.
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY.
1852.225-70	FEB 2000	EXPORT LICENSES. (<i>Insert</i> : "NASA Ames Research Center" in paragraph (b))

(END OF CLAUSE)

H.2 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION OF FUTURE CONTRACTING

(a) The Contracting Officer has determined that this acquisition and resulting Contract may give rise to a potential Organizational Conflict of Interest. Accordingly, the attention of prospective Offerors is directed to FAR Subpart 9.5 - Organizational Conflicts of Interest.

(b) The nature of this potential Organizational Conflict of Interest is:

The Contractor, by supporting all organizations within Ames Research Center with, among other services, mail service, janitorial service, and industrial property data management, may have access to Government Sensitive Data or proprietary Data of other companies located at Ames Research Center, within the meaning of FAR 9.505. This access creates a potential Organizational Conflict of Interest.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions shall apply:

(1) If the Contractor, under the terms of this Contract, or through the performance of tasks pursuant to this Contract, is required to develop specifications, statements of work, or requirements that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as established by the Contracting Officer, sufficient to avoid unfair competitive advantage or

potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this Contract.

(2) As, during the performance of work under this Contract, the Contractor will have access to Government Sensitive Data or third-party proprietary Data, the Contractor therefore shall protect such Data from unauthorized use or disclosure so long as it remains sensitive and/or proprietary. In addition, the Contractor shall not use such Data other than in performance under this Contract, unless:

(A) It receives the explicit written permission of the owner of such Data and the Contracting Officer; or

(B) Such Data has been released or otherwise made available to the public by the Government or the owner of the third party proprietary Data.

(3) As, during the performance of work under this Contract, the Contractor will receive access to sensitive and/or proprietary Data, Data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial Data under this Contract, it shall treat such Data in accordance with any use or dissemination restrictions imposed on such Data.

(4) The Contractor shall not participate in competitions, as either a prime proposer or a proposed subcontractor, based upon Data obtained because of the Contractor's access to and support of the LMS requirements. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based upon such Data until one year after such Data is released or otherwise made available to the public; any unsolicited proposal submitted pursuant to this provision shall identify any relationship to work produced under this Contract and any proposed use of such Data.

(d) Additionally:

(1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary Data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.

(2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary Data, trade secrets, confidential information, or restricted Data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.

(3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary Data under this Contract a written agreement that shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such Data received in connection with the performance of work under this Contract, and from retaining a copy of such Data after termination of their employment under this Contract.

(e) The term "Contractor" as used in this clause shall include (i) the corporate or other entity executing this Contract with the Government; (ii) such entity's parent, subsidiary, affiliate, or successor entities to the extent that the parent, subsidiary, affiliate, or successor entity has responsibility for the performance of work under this Contract; and (iii) the Contractor's subcontractors that (A) *support LMS* as delineated in the Statement of Work of this Contract or (B) handle, receive, reduce, interpret, or transmit Data obtained, used, or produced in conjunction with *LMS*.

(f) The term "Contract" as used in this clause shall include options, extensions, and any successor contracts performed or to be performed by the Contractor without any other contractor intervening.

(g) The term "Data" as used in this clause, means recorded information, regardless of form or media on which it may be recorded. The term includes technical data and computer software. The term further includes Government Sensitive Data and third-party proprietary data, including proprietary data, trade secret information, data protected by the Privacy Act of 1974 (5 U.S.C. 552a) and other confidential or privileged technical, business or financial data.

(h) The term "Government Sensitive Data" as used in this clause means Data for which the disclosure or use is controlled by the U.S. Statute or implementing published federal regulations or NASA policy and, where so identified, includes Data first produced by the Contractor.

(i) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.1(a)7). This Plan addresses Organizational Conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflicts of Interest requirements exist and, if so, an additional Organizational Conflicts of Interest Avoidance Plan may be required by the Contracting Officer to address potential Organizational Conflicts of Interest prior to authorization of that task order.

(j) **The Contractor shall include paragraphs (a) through (i) of this clause in every subcontract.** The Contractor shall be responsible for ensuring compliance with all of the provisions of this clause by each of its subcontractors.

(END OF CLAUSE)

H.3 NFS 1852.235-71 KEY PERSONNEL AND FACILITIES (MAR 1989)

(a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided, that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.

(c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

[List here the personnel and/or facilities considered essential, unless they are specified in the contract Schedule.]

(END OF CLAUSE)

H.4 NFS 1852.216-80 TASK ORDER PROCEDURE (OCT 1996) ALTERNATE I (OCT 1996)

(a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.

(b) Prior to issuing a task order, the Contracting Officer shall provide the Contractor with the following data:

(1) A functional description of the work identifying the objectives or results desired from the contemplated task order.

(2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.

(3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 15 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. For each task plan, the Contractor shall provide the representation set forth in 52.227-15, Limited Rights Data and Restricted Rights Software.

(d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:

- (1) Date of the order.
- (2) Contract number and order number.
- (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
- (4) Performance standards, and where appropriate, quality assurance standards.
- (5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.

(e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.

(f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.

(g) The Contracting Officer may amend tasks in the same manner in which they were issued.

(h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(i) Contractor shall submit Monthly Status Report (Attachment J.1(a) 3 CDRL # 1). In addition the reports shall contain the following information:

- (1) Contract number, task order number, and date of the order.
- (2) Task price (FFP) and task ceiling price (T&M).
- (3) Significant issues/problems associated with a task.
- (4) Cost summary of the status of all tasks issued under the contract.

(END OF CLAUSE)

H.5 NFS 1852.223-76 FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)

If authorized to operate Government-owned or -leased vehicles, including interagency fleet management system (IFMS) vehicles or related services in performance of this contract, the Contractor shall report the data describing vehicle usage required by the Federal Automotive Statistical Tool (FAST) by October 15 of each year. FAST is accessed through <http://fastweb.inel.gov/>.

(END OF CLAUSE)

H.6 NFS 1852.232-77 LIMITATION OF FUNDS (MARCH 1989)

(a) Of the total price of items through __, the sum of \$ __ is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amounts

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.

(c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed until .

(2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.

(3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.

(ii) The Contractor shall, 60 days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.

(e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.

(f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit

the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

(h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(END OF CLAUSE)

H.7 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007)

(a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."

(b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.

(c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

(d) The contractor's obligation may include resolution of unusual or emergency situations, pursuant to FAR Part 18, "Emergency Acquisitions." The contractor may be required to assist NASA, within the general scope of work, but in currently unidentified ways, in preparation for, or in response to emergencies. Obligations under this requirement shall only arise under prescribed circumstances that enable NASA to utilize "Emergency Acquisition Flexibilities," as defined at FAR 18.001. If the emergency preparedness and response requirements result in changes to the contract, all contract adjustments will be processed in accordance with the changes clause.

(END OF CLAUSE)

H.8 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004)

a. Contractor employees are eligible to participate in the Disaster Assistance and Rescue Team (DART) if approved in writing by the Contractor and appointed by the Government. If a Contractor approves of an employee's participation, the contractor agrees to modify the employee's position description to include participation in DART, and to provide additional indemnification (e.g., worker's compensation insurance, general liability, etc.) as may be necessary to protect its employee and/or the Government while the employee is participating in the program.

b. DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer

specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(END OF CLAUSE)

H.9 ARC 52.227-97 SUBCONTRACTING AND DATA RIGHTS (OCT 2006) ALTERNATE I (OCT 2006)

(a) It is strongly recommended that the Contractor flow down the data rights provisions of this contract to lower tier subcontractors to ensure that it can fulfill its data rights obligations to the Government. See Clause FAR 52.227-14(h), *Rights in Data—General*. The Contractor shall be held responsible to obtain rights for the Government where it fails to fulfill such obligations.

(b) Pursuant to Clause FAR 52.227-14(c)(2), the Contractor must obtain Contracting Officer approval before incorporating any data not first produced under the Contract into data delivered under the contract. Before delivering such data, the Contractor must identify it and grant the Government, or acquire on its behalf, the broad licenses required by subparagraph (c) of the *Rights in Data—General* clause.

(c) The Contractor shall make the representation required by FAR 52.227-15 for each contract task order. On a case-by-case basis, the Government will insert the purposes, rights or limitations under which the Government can use Limited Rights Data and Restricted Computer Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

H.10 ARC 52.227-98 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (OCT 2004)

NASA shall have unlimited rights in information incidental to contract administration including administrative and management information created by the Contractor and specified for delivery to NASA in performance of the contract, expressly excluding financial information. Specifically, NASA shall have the right to release such administrative and management information to any third party to satisfy NASA's requirements.

(END OF CLAUSE)

H.11 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability and Price volumes of its proposal, including revision(s), submitted in response to the solicitation entitled "Logistics Management Services" are hereby incorporated into this contract by reference.

(END OF CLAUSE)

H.12 CONTRACTOR PURCHASING (FIXED PRICE CONTRACT) (JUL 2009)

The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may determine a need to procure supplies and services from outside vendors which are incidental to performing this SOW. These purchasing activities should promote competition to

the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contract performance. As such, the contractor is prohibited from purchasing items for direct use by the Government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the Government. Examples of **prohibited purchases** that are typical for most support service contracts include the purchase, for Government use, of the following: office supplies, hardware, personal computers and other peripheral devices and related supplies, vehicles, **personal and convenience items**. Other examples of prohibited purchases include: **pass-through purchases unrelated to the overall scope of the contract** (i.e., non-contract related Other Direct Costs (ODCs)). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the being proposed by the contractor. The contractor is required to notify the Contracting Officer of any requests by Government personnel to direct a specific procurement action to a specific source without appropriate justification and approval (see NFS 1806.303-170).

The contractor's proposals for task orders and contract modifications shall not include costs for labor, material, equipment, or ODCs that are not related to the direct performance of the contract SOW.

(END OF CLAUSE)

H.13 NON-PERSONAL SERVICES

(a) As stated in the Office of Federal Procurement Policy Letter 92-1, dated September 23, 1992, Inherently Governmental Functions, no personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) The Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

(END OF CLAUSE)

H.14 ARC 52.227-93 MANAGEMENT AND PROTECTION OF DATA (JUL 1988)

(a) In the performance of this contract it is anticipated that the Contractor may have access to, be furnished, use, or generate the following types of data (recorded information):

- (1) data submitted to the Government with limited rights or restricted rights notices;

(2) data of third parties which the Government has agreed to handle under protective arrangements; and

(3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

(b) In order to provide management appropriate for protecting the interests of the Government and other owners of such data, the Contractor agrees with respect to data in category (a)(1) above, and with respect to any data in categories (a)(2) and (a)(3) when so identified by the Contracting Officer, to:

(1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;

(2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;

(3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and

(4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(END OF CLAUSE)

H.15 ARC 52.227-96 HANDLING OF DATA (JUN 1989)

(a) Paragraph (d)(1) of the "Rights in Data--General" clause of this contract permits the Government to restrict the Contractor's right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of the contract provided such restriction is expressly set forth in the contract. Pursuant to this authority, the following restrictions shall apply to such data and shall be included, in substance, in all subcontracts:

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

(3) Notwithstanding (2) above, the Contractor shall not be restricted in the use and disclosure of any data that becomes generally available without breach of this clause by this Contractor, is known to or is developed by the Contractor independently of any disclosure of proprietary, restricted, or confidential data hereunder, or is rightfully received by the Contractor from a third party without restriction.

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or

this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(END OF CLAUSE)

H.16. PERFORMANCE ASSESSMENT

a) As part of the Government's surveillance activities a periodic performance assessment will be conducted under this contract. Additionally, these assessments may be considered when the Government is considering exercising an option, and may be reviewed as part of the past performance evaluations for future NASA requirements and may be ascertained by other organizations requesting past performance information.

b) Examples of performance factors that may be used by the Government include, but are not limited to, the following:

Factor:	Description:
OVERALL MANAGEMENT	Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).
QUALITY	Quality of the work performed under the task orders.
TIMELINESS	Timeliness of completing the task order milestones and submitting deliverables.
PRICE	Optimal allocation of resources. Contractor Cost Reduction Proposal in accordance with NFS clause 1852.243-71, Shared Savings, to the Contracting Officer six (6) months prior to the end of the 24 month Base Period (including Phase-In) and six (6) months prior to the end of each of the 1 year Option Periods (e.g., 18 months after effective date of contract) for future efficiencies. The contractor is encouraged to submit proposed efficiencies to the Contracting Officer at any time throughout the term of the contract.
COST/PRICE REDUCTION	Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Ability of the Contractor's Cost Reduction Proposal to achieve or exceed minimum cost/price savings goals as stated in MCARP Clause (H.19). Additionally, the efficiency ideas are sound, logical, considered, and represent a good faith attempt to meet the intent and purpose of the clause requirement.
OTHER	Ability to manage subcontracts in support of the LMS effort. Ability to ensure safety, and compliance with regulatory impact restrictions.

c) Periodic feedback to the Contractor will include an assessment of overall contract performance.

(END OF CLAUSE)

H.17. DATA & SECURITY REQUIREMENTS & EMPLOYMENT AGREEMENTS

In performance of Contract responsibilities under the Statement of Work (SOW), Attachment J.1(a)1, employees of the Contractor will have access to sensitive non-public NASA information (e.g., documentation and business office support, mail services, access to offices for janitorial services, etc.). Regarding such access, the Government hereby invokes the requirements of Contract clauses H.14, Management and Protection of Data, and H.15, Handling of Data. At the time of initiating employment or within 60 days of contract execution for existing employees, each

Contractor employee shall sign a non-disclosure agreement indicating that he or she understands and will comply with the use, protection and distribution obligations and requirements set for the in above-referenced Contract clauses. The Contractor shall provide the Contracting Officer with a copy of the proposed employee non-disclosure agreement within 30 days of Contract execution.

In performance of the SOW, the Contractor shall carry out mailing, receiving, and handling of classified mail and parcels in accordance with the requirements of NPR 1600.1, NASA Program Security Procedural Requirements.

(END OF CLAUSE)

H.18. NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS (Aug 1992) ALTERNATE II (OCT 2000) (Modified 2009)

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

- New Year's Day
- Labor Day
- Martin Luther King, Jr.'s Birthday
- Columbus Day
- President's Day
- Veterans Day
- Memorial Day
- Thanksgiving Day
- Independence Day
- Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

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

As prescribed in 1842.7001(c), add the following as paragraphs (e) and (f) if Alternate I is used, or as paragraphs (c) and (d) if Alternate I is not used. If added as paragraphs (c) and (d), amend the first sentence of paragraph (d) by deleting "(e)" and adding "(c)" in its place.

(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), at the discretion of the Contractor, 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.

(d) Whenever administrative leave is granted to Contractor personnel by the Contractor pursuant to paragraph (c) of this clause, it shall be without cost to the Government.

(END OF CLAUSE)

H.19. MANDATORY COST AVOIDANCE & REDUCTION PROPOSAL (MARP) (DEC 2009)

The contractor shall provide a Cost Reduction (CR) Proposal in accordance with NFS clause 1852.243-71, Shared Savings, to the Contracting Officer six months prior to the end of each contract performance period, to reflect proposed price/cost reductions for future contract periods. The purpose of the CR Proposal is to identify and recommend alternatives and more efficient and effective ways to meet current requirements that will result in a net reduction of contract price to

NASA while still meeting the essential intent and performance requirements of the contract. The contractor performing the work is in an enlightened position to identify how to perform the work more efficiently and suggest changes to the work requirements that don't affect the ability to meet the contractual purpose and required service levels but are less costly.

The minimum goal is to identify enough savings to maintain the same service level at the same price for each year of the contract, meaning that savings would offset any escalation in labor and/or material costs. There is no contractual requirement to meet this goal; however, the contractor's proposal will be evaluated as part of the Performance Assessment with MCARC Clause which is used in option year evaluation determinations and in past performance evaluations for future NASA work. The contractor's efficiency ideas must be sound, logical, considered, and represent a good faith attempt to meet the intent and purpose of this clause requirement.

The proposal must be in sufficient detail to specifically identify the changes in the requirements documents (Statement of Work (SOW), Performance Work Statement, or quality standards, etc.) that are necessary and the timing or schedule of events that are key to achieving the price reductions. The proposal must also identify the technical/performance risks as seen by you, the Contractor, and also as may be perceived by the requiring organization, and include proposed mitigation actions that are appropriate for those risks.

The contractor is encouraged to submit CR proposals at any time during the contract period, but at least one CR proposal submission is contractually required six months prior to the end of each contract performance period.

(END OF CLAUSE)

[END OF SECTION]

SECTION I – CONTRACT CLAUSES

I.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.acquisition.gov/far/index.html>

NASA FAR SUPPLEMENT (NFS) CLAUSES:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NO.	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS.
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT.
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)(Insert "NASA OIG Hotline Poster www.hq.nasa.gov/office/oig/hq_old/hotline2000.pdf " in paragraph (3))
52.204-2	AUG 1996	SECURITY REQUIREMENTS.
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER.
52.204-7	APR 2008	CENTRAL CONTRACTOR REGISTRATION.
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT.
52.211-15	APR 2008	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS
52.215-8	OCT 1997	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT.
52.216-18	OCT 1995	ORDERING (Insert "DATE OF CONTRACT AWARD" through "CONTRACT PERIOD OF PERFORMANCE SPECIFIED IN CLAUSE F.2" in paragraph (a))
52.216-19	OCT 1995	ORDER LIMITATIONS (Insert "\$1,000", "\$2M", "\$48M",

		"30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively)
52.216-22	OCT 1995	INDEFINITE QUANTITY (Insert "6 MONTHS FROM THE END DATE OF THE ORDERING PERIOD OF THE CONTRACT" in paragraph (d))
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES; Insert "30 days before the end of the period" at end of paragraph
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c))
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES.
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	JUL 2005	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS.
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-41	NOV 2007	SERVICE CONTRACT ACT OF 1965.
52.222-43	SEP 2009	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)
52.222-50	FEB 2009	COMBATING TRAFFICKING IN PERSONS
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - Alternate I (JUL 1995)
52.223-5	AUG 2003	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION, Alternate I (AUG 2003) and Alternate II (AUG 2003)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	AUG 2000	WASTE REDUCTION PROGRAM
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING

		PRODUCTS
52.225-1	FEB 2009	BUY AMERICAN ACT - SUPPLIES
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES.
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL (ALT II)(DEC 2007); (ALT III)(DEC 2007); (AS MODIFIED BY NFS 1852.227-14, RIGHTS IN DATA GENERAL
52.227-15	DEC 2007	RIGHTS IN DATA—GENERAL
52.227-17	DEC 2007	RIGHTS IN DATA—SPECIAL WORKS
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-3	APR 2003	FEDERAL, STATE, AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-17	OCT 2008	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS.
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES - Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION.
52.237-3	JAN 1991	CONTINUITY OF SERVICES.
52.242-13	JUL 1995	BANKRUPTCY.
52.243-1	AUG 1987	CHANGES – FIXED PRICE. - Alternate II (APR 1984)
52.243-3	SEP 2000	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS
52.244-6	DEC 2009	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	JUN 2007	GOVERNMENT PROPERTY
52.245-9	JUN 2007	USE AND CHARGES
52.246-25	FEB 1997	LIMITATION OF LIABILITY – SERVICES
52.249-2	MAY 2004	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.251-1	APR 1984	GOVERNMENT SUPPLY SOURCES

52.253-1	JAN 1991	COMPUTER GENERATED FORMS.
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II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NO.	DATE	TITLE
1852.203-70	JUN 2001	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-74	MAR 1996	DRUG-AND ALCOHOL-FREE WORKFORCE.
1852.228-75	OCT 1988	MINIMUM INSURANCE COVERAGE
1852.237-70	DEC 1988	EMERGENCY EVACUATION PROCEDURES.
1852.237-72	JUN 2005	ACCESS TO SENSITIVE INFORMATION
1852.237-73	JUN 2005	RELEASE OF SENSITIVE INFORMATION

(END OF CLAUSE)

I.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

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

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

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

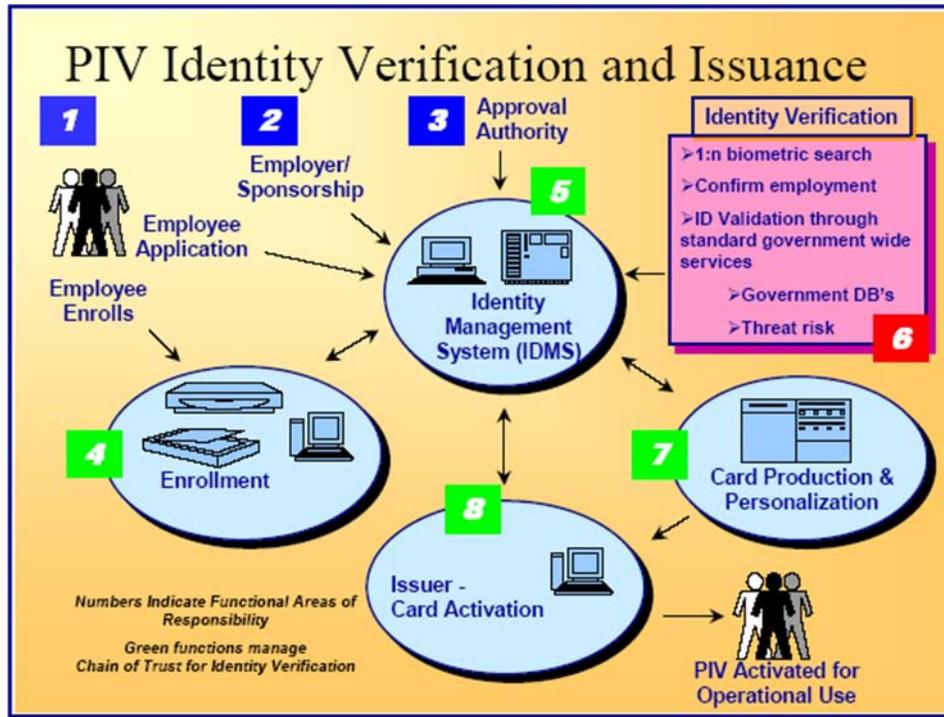


Figure A-1, FIPS 201, Appendix A

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

Step 1:

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

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

Applicants who do not currently possess the required level of background investigation shall be

directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

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

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

Step 3:

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

Step 4:

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

Step 5:

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

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

Step 6:

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

Step 7:

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

The applicant provides to the credential issuing operator proof of identity with documentation that

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

meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

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

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

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

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

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

(END OF CLAUSE)

I.3 FAR 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990) (DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[insert name and address of cognizant SBA office]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees --

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(END OF CLAUSE)

I.4 FAR 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A)
CONCERNS (JUNE 2003) (DEVIATION)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan;

and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [*insert name of SBA's contractor*] will notify the _____ [*insert name of contracting agency*] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(END OF CLAUSE)

I.5 RESERVED

I.6 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Contract Job Title	NASA/OPM Job Title	Grade	Step 1 Rate
Administrative Clerk	Clerk	GS-04	\$15.55
Bus Driver	Motor Vehicle Operator	WG-07	\$24.76
Equipment Specialist	Supply Clerk	GS-04	\$15.55
Janitor	Custodial Worker	WG-02	\$16.02
Janitor Supervisor	Custodial Worker, Supv	WS-02	\$25.10
Purchasing Buyer	Purchasing Agent	GS-07	\$21.55
Motor Vehicle Helper	Automotive Mechanic Helper	WG-05	\$21.39
Motor Vehicle Mechanic	Automotive Mechanic	WG-10	\$29.27
Mover Helper	Laborer	WG-02	\$16.02
Mover Truck Driver	Motor Vehicle Operator	WG-05	\$21.39
Mail Clerk/Delivery Driver	Mail Clerk	GS-03	\$13.85
Mail Clerk/Delivery Driver	Mail Clerk	GS-04	\$15.55
Shipping Clerk/Specialist (Hazmat)	Hazardous Waste Disposer	WG-06	\$23.15
Recycle Processor	Materials Handler	WG-05	\$21.39
Refuse/Garbage Collector	Materials Examiner/Identifier	WG-06	\$23.15
Office Manager	Administrative Specialist	GS-11	\$31.89
Property Disposal Specialist	Property Disposal Technician	GS-05	\$17.40
Business Analyst	Business Analyst	GS-11	\$31.89
Duplicating Machine Operator	Offset Duplicating Press Operator	WG-08	\$26.27
Events Assistant	Administrative Specialist	GS-05	\$17.40
Events Coordinator	Administrative Specialist	GS-09	\$26.36
Facility Manager/AV Support	Equipment Operator	GS-04	\$15.55
Graphics Artist	Illustrator	GS-07	\$21.55
Network Manager	IT Specialist (Network)	GS-07	\$21.55
Bicycle Technician	Tools/Parts Attendant	WG-04	\$19.59
Dispatcher, Motor Vehicles	Motor Vehicle Dispatcher	GS-05	\$17.40
Forklift Operator	Fork Lift Operator	WG-05	\$21.39
Fuel Distribution Specialist	Fuel Distribution Sys Operator	WG-10	\$29.27
Inventory/Stock Clerk	Tools/Parts Attendant	WG-05	\$21.39

Costs to the government for employee fringe benefits are estimated at an average of 27% of salary for all permanent employees as follows:

FERS Fringe Benefit Broken Out	Percent of Salary
Federal Employees Retirement System (FERS)*	11.2%
Thrift Savings Plan (TSP)	4.5%
Social Security (FICA)	0.0%
Medicare	6.5%
Employee Life Insurance (FEGLI)	0.1%
Employee Health Insurance (FEHB)	4.6%
Total FERS Benefit %	27.0%

The paid holidays provided by law to Federal employees are:

- | | |
|----------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King Day. | 7. Columbus Day |
| 3. President's Day | 8. Veteran's Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

The amount of vacation or paid leave provided by law that would be given to Federal employees is as follows:

1. Two hours of annual leave each week for an employee with less than three years of service.
2. Three hours of annual leave each week for an employee with three, but less than fifteen years of service.
3. Four hours of annual leave each week for an employee with fifteen or more years of service.

(END OF CLAUSE)

I.7 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (JAN 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(END OF CLAUSE)

I.8 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages _____, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government

shall have unlimited rights (as defined in the "Rights in Data—General" clause contained in this contract) in and to the technical data contained in the proposal dated _____, upon which this contract is based.

(END OF CLAUSE)

I.9 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)

I.10 NFS 1852.204-75 SECURITY CLASSIFICATION REQUIREMENTS (SEP 1989)

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of **SECRET**. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J.1 (a) 5.

(END OF CLAUSE)

I.11 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (OCT 2009) (DEVIATION)

(a) The Contractor shall protect the confidentiality, integrity, and availability of NASA Electronic Information and IT resources and protect NASA Electronic Information from unauthorized disclosure.

(b) This clause is applicable to all NASA contractors and subcontractors that process, manage, access, or store unclassified electronic information, to include Sensitive But Unclassified (SBU) information, for NASA in support of NASA's missions, programs, projects and/or institutional requirements. Applicable requirements, regulations, policies, and guidelines are identified in the Applicable Documents List (ADL) provided as an attachment to the contract. The documents listed in the ADL can be found at: www.nasa.gov/offices/ocio/itsecurity/index.html. For policy information considered sensitive, the documents will be identified as such in the ADL and made available through the Contracting Officer.

(c) Definitions

(1) IT resources means any hardware or software or interconnected system or subsystem of equipment, that is used to process, manage, access, or store electronic information.

(2) NASA Electronic Information is any data (as defined in the Rights in Data clause of this contract) or information (including information incidental to contract administration, such as financial, administrative, cost or pricing, or management information) that is processed, managed, accessed or stored on an IT system(s) in the performance of a NASA contract.

(3) IT Security Management Plan -- This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(4) IT Security Plan – this is a FISMA requirement; see the ADL for applicable requirements.

Within 30 days after contract award, the Contractor shall develop and deliver an IT Security Management Plan. The delivery address and approval authority will be included in the ADL. All contractor personnel requiring physical or logical access to NASA IT resources must complete NASA's annual IT Security Awareness training. Refer to the IT Training policy located in the IT Security website at <https://itsecurity.nasa.gov/policies/index.html>.

(d) The Contractor shall afford Government access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection (to include vulnerability testing), investigation and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA Electronic Information or to the function of IT systems operated on behalf of NASA, and to preserve evidence of computer crime.

(e) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the Contractor during the performance of the contract in accordance with retention documentation available in the ADL. The Contractor shall provide a listing of all NASA Electronic information and IT resources generated in performance of the contract. At that time, the Contractor shall request disposition instructions from the Contracting Officer. The Contracting Officer will provide disposition instructions within 30 calendar days of the contractor's request.

(f) The Contracting Officer may waive specific requirements of this clause upon request of the contractor. The Contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

The Contractor shall insert this clause, including this paragraph in all subcontracts that process, manage, access or store NASA Electronic Information in support of the mission of the Agency.

(END OF CLAUSE)

I.12 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,

NASA Ames Research Center
Lewis S. Braxton, III, Mail Stop 200-9
Bldg. N200, Rm 207
Moffett Field, CA 94035-0001

Phone: 650-604-5068
Fax: 650-604-0031 or 650-604-1668
Email: lewis.s.braxton@nasa.gov

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

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

(END OF CLAUSE)

I.13 NFS 1852.243-71 SHARED SAVINGS (MARCH 1997)

(a) The Contractor is entitled, under the provisions of this clause, to share in cost savings resulting from the implementation of cost reduction projects which are presented to the Government in the form of Cost Reduction Proposals (CRP) and approved by the Contracting Officer. These cost reduction projects may require changes to the terms, conditions or statement of work of this contract. Any cost reduction projects must not change the essential function of any products to be delivered or the essential purpose of services to be provided under the contract.

(b) Definitions:

(1) Cost savings, as contemplated by this clause mean savings that result from instituting changes to the covered contract, as identified in an approved Cost Reduction Proposal.

(2) Cost Reduction Proposal - For the purposes of this clause, a Cost Reduction Proposal means a proposal that recommends alternatives to the established procedures and/or organizational support of a contract or group of contracts. These alternatives must result in a net reduction of contract cost and price to NASA. The proposal will include technical and cost information sufficient to enable the Contracting Officer to evaluate the CRP and approve or disapprove it.

(3) Covered contract - As used in this provision, covered contract means the contract, including unexercised options but excluding future contracts, whether contemplated or not, against which the CRP is submitted.

(4) Contractor implementation costs - As used in this provision, Contractor implementation costs, or "implementation costs", shall mean those costs which the Contractor incurs on covered contracts specifically in developing, preparing, submitting, and negotiating a CRP, as well as those costs the Contractor will incur on covered contracts to make any structural or organizational changes in order to implement an approved CRP.

(5) Government costs - As used in this provision, the term Government costs means internal costs of NASA, or any other Government agency, which result directly from development and implementation of the CRP. These may include, but are not limited to, costs associated with the administration of the contract or with such contractually related functions such as testing, operations, maintenance and logistics support. These costs also include costs associated with other Agency contracts (including changes in contract price or cost and fee) that may be affected as a result of the implementation of a CRP. They do not include the normal administrative costs of reviewing and processing the Cost Reduction Proposal.

(c) General. The Contractor will develop, prepare and submit CRP's with supporting information as detailed in paragraph (e) of this clause, to the Contracting Officer. The CRP will describe the proposed cost reduction activity in sufficient detail to enable the Contracting Officer to evaluate it and to approve or disapprove it. The Contractor shall share in any net cost savings realized from approved and implemented CRPs in accordance with the terms of this clause. The Contractor's actual percentage share of the cost savings shall be a matter for negotiation with the Contracting Officer, but shall not, in any event, exceed 50 percent of the total cost savings recognized by the Contracting Officer. The Contractor may propose changes in other activities that impact performance on its contract, including Government and other Contractor operations, if such changes will optimize cost savings. A Contractor shall not be entitled to share, however, in any cost savings that are internal to the Government, or which result from changes made to any contracts to which it is not a party even if those changes were proposed as a part of its CRP. Early communication between the Contractor and Government is encouraged. The

communication may be in the form of a concept paper or preliminary proposal. The Government is not committed to accepting any proposal as a result of these early discussions.

(d) Computation of cost savings. The cost savings to be shared between the Government and the Contractor will be computed by the Contracting Officer by comparing a current estimate to complete (ETC) for the covered contract, as structured before implementation of the proposed CRP, to a revised ETC which takes into account the implementation of that CRP. The cost savings to be shared shall be reduced by any cost overrun, whether experienced or projected, that is identified on the covered contract before implementation of the CRP. Although a CRP may result in cost savings that extend far into the future, the period in which the Contractor may share in those savings will be limited to no more than five years. Implementation costs of the Contractor must be considered and specifically identified in the revised ETC. The Contracting Officer shall offset Contractor cost savings by any increased costs (whether implementing or recurring) to the Government when computing the total cost savings to be shared. The Contractor shall not be entitled, under the provisions of this clause, to share in any cost reductions to the contract that are the result of changes stemming from any action other than an approved CRP. However, this clause does not limit recovery of any such reimbursements that are allowed as a result of other contract provisions.

(e) Supporting Information. As a minimum, the Contractor shall provide the following supporting information with each CRP:

- (1) Identification of the current contract requirements or established procedures and/or organizational support which are proposed to be changed.
- (2) A description of the difference between the current process or procedure and the proposed change. This description shall address how proposed changes will meet NASA requirements and discuss the advantages and disadvantages of the existing practice and the proposed changes.
- (3) A list of contract requirements which must be revised, if any, if the CRP is approved, along with proposed revisions. Any changes to NASA or delegated contract management processes should also be addressed.
- (4) Detailed cost estimates which reflect the implementation costs of the CRP.
- (5) An updated ETC for the covered contract, unchanged, and a revised ETC for the covered contract which reflects changes resulting from implementing the CRP. If the CRP proposes changes to only a limited number of elements of the contract, the ETCs need only address those portions of the contract that have been impacted. Each ETC shall depict the level of costs incurred or to be incurred by year, or to the level of detail required by the Contracting Officer. If other CRPs have been proposed or approved on a contract, the impact of these CRPs must be addressed in the computation of the cost savings to ensure that the cost savings identified are attributable only to the CRP under consideration in the instant case.
- (6) Identification of any other previous submissions of the CRP, including the dates submitted, the agencies and contracts involved, and the disposition of those submittals.

(f) Administration.

(1) The Contractor shall submit proposed CRPs to the Contracting Officer who shall be responsible for the review, evaluation and approval. Normally, CRP's should not be entertained for the first year of performance to allow the Contracting Officer to assess performance against the basic requirements. If a cost reduction project impacts more than a single contract, the Contractor may, upon concurrence of the Contracting Officers responsible for the affected contracts, submit a single CRP which addresses fully the cost savings projected on all affected contracts that contain this Shared Savings Clause. In the case of multiple contracts affected, responsibility for the review and approval of the CRP will be a matter to be decided by the affected Contracting Officers.

(2) Within 60 days of receipt, the Contracting Officer shall complete an initial evaluation of any proposed cost reduction plan to determine its feasibility. Failure of the Contracting Officer to

provide a response within 60 days shall not be construed as approval of the CRP. The Government shall promptly notify the Contractor of the results of its initial evaluation and indicate what, if any, further action will be taken. If the Government determines that the proposed CRP has merit, it will open discussions with the Contractor to establish the cost savings to be recognized, the Contractor's share of the cost savings, and a payment schedule. The Contractor shall continue to perform in accordance with the terms and conditions of the existing contract until a contract modification is executed by the Contracting Officer. The modification shall constitute approval of the CRP and shall incorporate the changes identified by the CRP, adjust the contract cost and/or price, establish the Contractor's share of cost savings, and incorporate the agreed to payment schedule.

(3) The Contractor will receive payment by submitting invoices to the Contracting Officer for approval. The amount and timing of individual payments will be made in accordance with the schedule to be established with the Contracting Officer. Notwithstanding the overall savings recognized by the Contracting Officer as a result of an approved CRP, payment of any portion of the Contractor's share of savings shall not be made until NASA begins to realize a net cost savings on the contract (i.e., implementation, startup and other increased costs resulting from the change have been offset by cumulative cost savings). Savings associated with unexercised options will not be paid unless and until the contract options are exercised. It shall be the responsibility of the Contractor to provide such justification as the Contracting Officer deems necessary to substantiate that cost savings are being achieved.

(4) Any future activity, including a merger or acquisition undertaken by the Contractor (or to which the Contractor becomes an involved party), which has the effect of reducing or reversing the cost savings realized from an approved CRP for which the Contractor has received payment may be cause for recomputing the net cost savings associated with any approved CRP. The Government reserves the right to make an adjustment to the Contractor's share of cost savings and to receive a refund of moneys paid if necessary. Such adjustment shall not be made without notifying the Contractor in advance of the intended action and affording the Contractor an opportunity for discussion.

(g) Limitations. Contract requirements that are imposed by statute shall not be targeted for cost reduction exercises. The Contractor is precluded from receiving reimbursements under both this clause and other incentive provisions of the contract, if any, for the same cost reductions.

(h) Disapproval of, or failure to approve, any proposed cost reduction proposal shall not be considered a dispute subject to remedies under the Disputes clause.

(i) Cost savings paid to the Contractor in accordance with the provisions of this clause do not constitute profit or fee within the limitations imposed by 10 U.S.C. 2306(d) and 41 U.S.C. 254(b).

(END OF CLAUSE)

[END OF SECTION]

SECTION J - LIST OF ATTACHMENTS

J.1 ARC 52.211-90 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (FEB 1997)

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

Attachment	Title	Date	No. of Pages
1	Statement of Work	09/17/09	11
2	a. Department of Labor Wage Determination number 2005-2062, Revision 9.	05/26/09	10
	b. The collective bargaining agreement (CBA) referenced in Wage Determination number CBA-2009-2829, Revision 0, can be obtained by written request to the Contracting Officer	06/30/09	1
	c. The collective bargaining agreement (CBA) referenced in Wage Determination number CBA-2009-2830, Revision 0, can be obtained by written request to the Contracting Officer.	06/30/09	1
3	Contract Data Requirements List	09/16/09	9
4	Installation-Accountable Government Property	09/16/09	12
5	DOD Contract Security Classification Specification (DD254)*	TBD	2
6	Pricing Template Workbook*	TBD	TBD
7	Contractor's Organizational Conflicts of Interest Avoidance Plan*	TBD	TBD
8	Contractor's Safety and Health Plan*	TBD	TBD
9	Contractor's IT Security Plan*	TBD	TBD
10	Table of Cumulative Contract Task Order Values*	TBD	TBD

*To be incorporated at time of award or by subsequent modification.

(b) The following documents, exhibits, and attachments are included only in the solicitation.

Attachment	Title
1	Pricing Model Staffing Plan (Including Government Labor Estimate and Descriptions)
2	Exhibit 1, Proposal Cover Sheet, JA 038
3	Pricing Template Workbook (to be incorporated into the contract as J.1(a)6)
4	Past Performance Questionnaire
5	Standard Form 3881, ACH Vendor Payment Form
6	Contract Task Orders for Pricing and Negotiation
7	Historical Data
8	Past Performance Reference table
9	Table of Prime and Major Subcontractor Past Contracts

(END OF CLAUSE)

[END OF SECTION]

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 Facility Support Services.

(2) The small business size standard is \$35.5 Mil.

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

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

(2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$100,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA—Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

X (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer

that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____

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

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.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):

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
PROVISION NO.	DATE	TITLE
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C9 rated order" in blank)
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
PROVISION NO.	DATE	TITLE
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.227-84	DEC 1989	PATENT RIGHTS CLAUSES
1852.233-70	OCT 2002	PROTESTS TO NASA

(END OF PROVISION)

L.2 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates a single award Indefinite Delivery/Indefinite Quantity (IDIQ) Firm-Fixed-Price (FFP) and Time & Materials (T&M) Hybrid Contract Task Order contract resulting from this solicitation.

(END OF PROVISION)

L.3 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 Ronnee R. Gonzalez at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from

NASA Ames Research Center
 Attention: Ronnee R. Gonzalez, Mail Stop 227-4
 Bldg 227, Rm 119
 Moffett Field, CA 94035-0001

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

(END OF PROVISION)

L.4 NFS 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE (AUG 2009)

An on-site preproposal/pre-bid conference will not be held. A virtual conference and tour, including both contract and technical information, is posted on NAIS at <http://prod.nais.nasa.gov/cgi-bin/eps/bizops.cgi?gr=C&pin=21#134166> and FedBizOpps at <https://www.fbo.gov/index?mode=list&s=opportunity>

(END OF PROVISION)

L.5 PROPOSAL PREPARATION--GENERAL INSTRUCTIONS

(a) Proposing Entity. Offerors proposing as a team, or other such business arrangement, shall fully describe this team or arrangement by outlining the relationship, commitment, and responsibilities of the parties. This documentation shall be provided, as appropriate, in the proposal and as requested in paragraph (b)(2) below.

(b) Format.

(1) Offerors shall submit proposals in three volumes as specified below. Each part of the proposal shall be complete, and prepared in accordance with solicitation instructions to enable concurrent and separate evaluation of each part. Unless otherwise noted, all proposal components shall be submitted as printed (paper) copies.

Proposal Component	Location in RFP	Required Copies to NASA-ARC Addressed per SF 33, Block 9		
		Original	Additional	Electronic
Cover Letter	L.5(b)(2)	1	6	1 (may be included with Volume 1)
Vol. I, Mission Suitability Proposal	L.5(c), L.7(a)	See below	see below	see below
A. Management Approach	L.7(a)(3)A	1	6	2
1. Organizational Structure and Approach	L.7(a)(3)A			
2. Staffing				
3. Phase-In Plan				
4. Organizational Conflicts of Interest Avoidance Plan				
B. Technical Understanding	L.7(a)(3)B			
1. General	L.7(a)(3)B			
2. Contract Task Orders				
C. Safety & Health Plan	L.7(a)(3)C			
Vol. II, Past Performance	L.5(d), L.7(b)	1	6 ¹	0

Proposal				
Vol. III, Price Proposal	L.5(e), L.7(c)	1	6	2 ²

¹A list of the Agencies/Companies who will be responding to the Past Performance Questionnaire is due from the Offeror at least 15 days prior to the due date of the RFP. The entire completed Past Performance Questionnaire, for each of the identified contracts, must be returned by the customers at least 10 days prior to the due date for receipt of proposals.

²The electronic copy of the Pricing Template Workbook in Section J, attachment J.1(b)3 is required to be saved and submitted in their Excel (.xls) format, not in PDF.

(2) Include a cover letter in Volume I of the proposal. The cover letter must be signed by an official authorized to contractually bind your company. As part of that letter, please provide the following information and/or attachments:

- The names, address(es), telephone numbers, facsimile numbers, and email addresses of persons to be contacted for clarification of questions
- A complete description of any proposed teaming arrangements (L.5(b)(1))
- A Standard Form 33 with Blocks 12-18 completed and signed by an official authorized to contractually bind the Offeror. Include written acknowledgement of any solicitation amendments
- A completed response to Section B, Clause B.1, "Supplies/Services to be Provided," for CLIN 01, Phase-In Costs
- A completed response to Section H, Clause H.3 – NFS 1852.235-71, "Key Personnel and Facilities"
- A completed response to Section I Clauses I.3, FAR 52.219-11, Special 8(a) Contract Conditions, FAR 52.219-18, Notification of Competition Limited to Eligible 8(a) Concerns, and FAR 52.227-23, Rights to Proposal Data (Technical)
- A completed Standard Form 3881, ACH Vendor/Miscellaneous Payment Enrollment Form (see Attachment J.1(b)5)
- A completed response to Section K, "Representations, Certifications and Other Statements of Offerors"
- A statement that the proposal is firm for a period of not fewer than 180 days
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to the SOW or any of the terms and conditions

(3) All proposal volumes shall be submitted to the address specified NO LATER THAN the date and time prescribed in Block 9 of the SF33.

(4) The pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date. The table of contents must list figures and tables separately. Where necessary, a cross-reference sheet to other volumes shall be included. Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify Sections. Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries do not count against the page limitations for their respective volumes. Further page limitations are set forth in this Section L, paragraph L.6, "Proposal Page Limitations."

(5) Two (2) electronic copies each of Mission Suitability and Past Performance shall be submitted (in addition to the hard copies specified in (b)(1) above) in Portable Document Format (PDF), except that electronic copies of the Pricing Template Workbook in Section J, attachment

J.1(b)3 are required to be saved and submitted in their Excel (.xls) format, not in PDF. An electronic copy of the Cover Letter may be included with the electronic version of Volume 1. The electronic format data shall be provided on quality, virus-scanned, virus-free CD-R/CD-RW or USB stick with an external label indicating: (1) the name of the Offeror, (2) the RFP number, and (3) a list of the files contained on the CD or USB. (In the event that there is not enough surface area to provide external labeling on the USB stick, this information may be included on a separate sheet of paper, which includes a link to the USB stick.) In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy data will be considered to be the intended data.

(6) Proposals shall be submitted in a format that addresses all evaluation factors. Information pertinent to the factors shall be included in their respective proposal volumes. The proposal content must provide a basis for evaluation against the requirements of the solicitation. Offerors must identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks, pursuant to NFS 1815.203-72, "Risk Management."

(7) **BINDING AND LABELING:** Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that shall permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification, and the Offeror's name. The same identifying data shall be placed on the spine of each binder. The Offeror shall apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," and FAR 3.104-5, "Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information."

(8) **LATE SUBMISSION:** Any volume submitted after the specified time will cause the entire proposal to be considered late in accordance with provision FAR 52.215-1, "Instructions to Offerors—Competitive Acquisition."

(c) Mission Suitability (Volume I). Both management and technical information shall be included in the Mission Suitability Proposal. No price data shall be included except for a schedule of wages, salaries, and benefits. Information shall be precise, factual, current, detailed, and complete. Offerors shall not assume that the Source Evaluation Committee is aware of company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work. The evaluation will be based on the information presented in the written mission suitability proposal. The proposal must specifically address each listed evaluation subfactor.

(d) Past Performance Proposal (Volume II). The Past Performance factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services, or delivering products, similar in size, content, and complexity of the requirements of this solicitation.

(e) Price Proposal (Volume III). Price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.2, FAR 52.216-1, "Type of Contract."

(END OF PROVISION)

L.6. PROPOSAL PAGE LIMITATIONS

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

Proposal Component	Page Limit¹
Cover Letter	No limit
Volume I — Mission Suitability Proposal	50
A. Management Approach	Included in page limit above
1. Organizational Structure and Approach	Included in page limit above
2. Staffing	Included in page limit above ²
3. Phase-In Plan	Included in page limit above
4. Organizational Conflicts of Interest Avoidance Plan	No limit
B. Technical Understanding	
1. General	Included in page limit above
2. Contract Task Orders	No limit In accordance with clause H.4 Task Order Procedure
C. Safety and Health Plan	No limit
Volume II — Past Performance Proposal	20 ³
Volume III — Price Proposal	No limit

¹ These limits apply only to content pages. Paragraph L.6(c) lists page types which are not affected by this limit.

² Written response, commitment letters are limited to one page per individual; resumes with position descriptions are limited to 3 pages total per individual.

³ These limits do not apply to past performance questionnaire responses or Collective Bargaining Agreements.

(b) A written page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides and shall contain font text with a size not smaller than Arial 12 point. Foldouts count as two (2) pages per written side "four (4) pages if written on both sides". The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain text font in a size no smaller than Arial 10 point.

(c) Title pages, tables of contents, cross-referencing matrix, list of figures and list of tables, blank dividers, tabs, and glossaries are excluded from the page counts specified in paragraph (a) of this provision. In addition, Volume III of your proposal is not page limited. However, Volume III is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that Volume's page limitation. In addition, the Safety and Health Plan, the Organizational Conflicts of Interest Avoidance Plan, and Collective Bargaining Agreements, if applicable are not page limited. Commitment letters shall be limited to no more than one page per individual, and the resumes with position descriptions shall be limited to no more than 3 combined pages per individual. Also, the Prime and Major Subcontractor Past Contracts chart in the Past Performance Volume is not page limited.

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

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

(END OF PROVISION)

L.7 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

The contract award will be based on evaluation of the following factors:

- Mission Suitability
- Past Performance
- Price

Proposals shall be submitted in a format that follows the format of the factors and their subfactors. Each proposal volume shall only contain information germane to that respective factor. Only information pertinent to the factors and subfactors shall be submitted in the Offeror's proposal volumes. (See the weighting for the factors and subfactors in Section M.3.)

(a) Mission Suitability Proposal (Volume I). The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed or product to be delivered. Information must be precise, factual, current, detailed, and complete. Offerors must not assume that the SEC is aware of their company abilities, capabilities, plans, facilities, organization, or any other pertinent fact that is important to the accomplishment of the work.

(1) The evaluation will be based on the information presented in the written proposal. The proposal must specifically address each listed evaluation subfactor. Offerors may recommend changes to the Statement of Work in instances where such changes would improve performance, provided they are specifically identified together with the wording and a justification for the change.

(2) The content of the Offeror's Mission Suitability Proposal shall provide the basis for evaluation of the Offeror's response to the technical requirements of the RFP. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks. Offerors shall recommend potential efficiencies to be taken and their approach for implementation.

(3) If the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness, adversely affecting the Offeror's Mission Suitability score, if appropriate. This integration between mission suitability findings and price is critical to accomplishing price reasonableness.

The Mission Suitability Proposal shall address the following subfactors:

INDEX OF MISSION SUITABILITY SUBFACTORS			
Para.	Subfactor Title	Elements	
A	Management Approach	1	Organizational Structure and Approach
		2	Staffing
		3	Phase-In Plan
		4	Organizational Conflicts of Interest Avoidance Plan
B	Technical Understanding	1	General
		2	Contract Task Orders
C	Safety and Health Plan		

Note: The following outline should not be construed as an indication of the order of importance or relative weighting within individual elements shown in the Index of Mission Suitability Subfactors table above as there are no discrete point values to any of the elements.

The following information is provided to indicate the minimum content to be included in the proposal.

A. Management Approach – (Subfactor)

The Offeror shall describe its management and business approaches to integrate, control, and accomplish the requirements of the SOW/CTOs from phase-in through the life of the contract. The Offeror's proposal shall contain the information requested below and be organized in a similar outline:

1. Organizational Structure and Approach The Offeror shall describe its organizational structure and approach to perform the diverse functions of the Statement of Work including rationale for the following:

- (a) How the Offeror's organizational structure provides clear internal and external lines of authority. Authority and responsibility vested in personnel and their access to corporate or company resources to support the contract through all phases. Flowchart the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractors. If you propose multiple organizations as being involved in conducting this work, explain each of their relationships during the effort and identify and integrate their proposed contributions to the work into each part of the proposal, as appropriate. Offerors are directed to FAR Clause 52.219-14, "Limitation on Subcontracting," in Section I of the Contract. If you propose a subcontractor arrangement, respond to paragraph L.10 SBA Ostensible Subcontractor Rule Information.

- Identification of risk areas and recommended approaches to minimize the probability and impact of those risks
- Approach to managing multiple task orders, task priorities, and changes to requirements, budget (including budget increases and decreases), and schedule; in a timely, efficient and cost effective manner

2. Staffing The Offeror shall provide the following:

- Identification of Key Positions, and provide the rationale, including authority and responsibilities, for designating them as Key. Provide position descriptions including authorities, responsibilities, and assignments of the position, as well as the experience and skills required of the Key Personnel filling the position.
- Provide resumes for Key Personnel and clearly state the degree of commitment of Key Personnel as well as the Offeror's commitment to employ or promote the person (i.e. letters of intent, etc.)
- Proposed approach and rationale to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Address any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties
- Proposed approach for maximizing staffing efficiencies: especially due to reductions or increases resulting from budget fluctuations; short notice changes in requirements; long term personnel absences due to vacation, illness, other unexpected absences; and temporary assignments

3. Phase-in Plan The Offeror shall submit a Phase-in task plan and pricing worksheet for Phase-in Period. The Phase-in plan shall describe the following:

- Identification of phase-in risks and recommended approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressing issues typically encountered during the initial and ongoing transition of personnel

4. Organizational Conflicts of Interest Avoidance Plan

An Organizational Conflicts of Interest Avoidance Plan shall be provided in the proposal. The Plan shall include a narrative which describes the Contractor's procedures to ensure compliance with, and assurances that all safeguards are in place to maintain control, handling and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan shall address all the requirements identified in Section H, paragraph H.2 (*ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING*), H.14, ARC 52.227-93 *MANAGEMENT AND PROTECTION OF DATA*), H.15 (ARC 52.227-96 *HANDLING OF DATA*) and Section I, paragraph I.1 (NFS 1852.237-72, *ACCESS TO SENSITIVE INFORMATION*) relative to the Offeror's understanding and proposed methodology for implementation of the contract requirements.

B. Technical Understanding

1. General

The Offeror shall describe its approach to performing the work required in each functional area of the Statement of Work (SOW) specifically addressing how the work will be accomplished as follows:

- Identification of potential critical and/or high risks to accomplishing the specific services listed in the SOW, and the recommended approaches to minimize the impact of those risks
- Innovative approaches, synergies across the SOW, including justifications and expected advantages to the Government
- Approach for responding to task requests, planning work and accomplishing task requirements
- Approach for staying abreast of current policies and procedures, and adopting them where appropriate
- The Offeror's plans and rationale to provide its own equipment (either in addition to, or in place of, Government-provided equipment)

2. Contract Task Orders

The Offeror shall submit a task plan for each of the task orders in the solicitation in accordance with clause H.4, Task Order Procedure providing the Offeror's overall understanding of each Contract Task Order requirement. Rather than include the task plan pricing with the task plan, the Offeror shall include the task plan pricing on the Summary Price Template in the Pricing Volume. The Offeror's response provided in L.7(a)(A)3 shall be used as the task plan for the Phase-In Period. The Offeror shall submit a separate Summary Price Template for Phase-in Period.

C. Safety and Health

The Offeror shall submit a detailed written safety and health plan that includes a complete and comprehensive response to the safety and health hazards that can be expected during the course of this contract. Safety items to be covered in the plan can be found in the current version of NPR 8715.3 (<http://nodis.hq.nasa.gov/displayDir.cfm?t=NPR&c=8715&s=3C>) and APR 1700.1, and shall also include those listed below.

- (1) Statement of corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
 - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - Method of making sure that emergency plans and procedures are current and sufficient.
 - Method for making sure that employees consistently perform their work safely and in accordance with the plan.
 - Method for reporting and investigating accidents and incidents (mishaps).

This plan, as approved by the Contracting Officer, shall be included in any resulting contract as Attachment J.1(a)8. The Offeror shall provide any applicable Voluntary Protection Program (VPP) certification.

(b) Past Performance Proposal (Volume II)

The goal of this area is to obtain information regarding the Offeror and major subcontractors' relevant past performance specifically in the areas of relevant technical performance, contract management, and corporate management responsiveness. A "Major Subcontractor" is defined as a subcontractor with a proposed subcontract or subcontracts under the Offeror's proposal, valued at a yearly average of \$500,000 or more over the life of the contract. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. As a minimum, the Past Performance Proposal must include the following:

- (1) **For the Offeror and each Major Subcontractor, provide a list of not more than three relevant contracts (government and/or industry contracts), each in excess of \$500,000**

total contract value, received in the past five (5) years, or currently on-going, involving types of related effort. These contracts shall demonstrate the Offeror's capabilities to perform this requirement. Include the contract numbers; Government agency or industry placing the contract; Contracting Officer, telephone number, and email address; and a brief description of Offeror's part of the work and the total dollar value of the Offeror's portion. Industry contracts involving subcontracting to another company that may have a prime contract with some area of the government are acceptable. If the Offeror or Major Subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible.

(2) For each contract identified above, specify and explain the amounts of cost growth, or increases to contract value. Explain growth resulting from extensions to the period of performance; from work added to the scope of the contract; and from performance that cost more than originally predicted or estimated.

(3) For each of the contracts identified in paragraph (1) above, identify and explain any schedule slips, serious performance problems, any termination for default, any regulatory violations, and any safety violations cited.

(4) List the date of the most recent reviews of your management system (e.g., purchasing, accounting, property, estimating). Data must identify the type of review, including the results of the review, the cognizant Government agency making the review, systems approvals, if any, and the last date of a system approval.

(5) Specific information is required from the Offeror and proposed major subcontractors, and the Offeror's and major subcontractors' past and active customers as identified in subparagraph (7)A. below.

(6) The Government reserves the right to require additional past performance information from predecessor companies, key personnel who have relevant past performance, from subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Additional information may need to be supplied to the Government to ensure a sufficient understanding of the relationships between the performing entity (providing task labor, task management, and overall contract management) and other entities providing supplies or services in support of the performing entity.)

(7) The major areas to be evaluated for the Past Performance factor are Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information.

A. Information Provided by Offerors and Major Subcontractors. Information regarding relevant technical performance, contract management, corporate structure, and other information shall be supplied by the Offeror and Major Subcontractors for the relevant contracts. The Offeror is also required to complete the Relevant Contract chart provided below.

1. Relevant Technical Performance. The Offeror and major subcontractors shall provide any relevant technical performance information for each of their referenced contracts to assist in the Government's evaluation on each of the following topics:

- Contractor flexibility and effectiveness in dealing with unexpected changes to technical requirements
- Quality, accuracy, and completeness of technical documentation
- Contractor's ability to resolve unexpected problems in a timely, effective manner

2. Contract Management. The Offeror and subcontractors shall provide any contract management information for each of their referenced contracts to assist in the Government's evaluation on each of the following topics:

- Safety record including protecting the environment and employees during performance of contract requirements
- Qualifications and effectiveness of on-site contract management and the level of autonomy the on-site manager had to manage the contract
- Management of a large number of varied tasks, and experience for responding to short-term high demand requirements
- Conformance with contract terms and conditions, including delivery of products, services, and reports
- Record of retaining qualified employees to address contract requirements
- Subcontract management
- History regarding the handling of labor, including union, related issues. If applicable, identify any Labor Unions having Collective Bargaining Agreements with your company covering classes of employees proposed for this requirement. Furnish one copy of each Agreement and discuss the history of claims or disputes over the last five (5) years, and their resolution(s).
- Management of the phase-in period to ensure efficient continuation of services, in cases where the Offeror was not the incumbent
- Handling of Government sensitive and third party proprietary data issues, including export control
- Processes for negotiating and implementing contract changes
- Response to work (or task orders) as assigned and the completion of work plans
- Experience in dealing with increased workload or contract de-scoping
- Ability to fill vacant key position(s) appropriately and in a timely manner

3. Corporate Management Responsiveness: The goal of this area is to obtain information regarding the Offeror and major subcontractors' corporate relevant past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Offeror and major subcontractors shall provide any corporate management responsiveness information for each of its reference contracts to assist in the Government's evaluation. For all Offerors that intend to team, the Offeror shall submit information describing past successful teaming experiences in the referenced contracts. The following topics must be addressed:

- Availability of the contractor's corporate resources
- Responsiveness of corporate management to contract issues
- Impact of contractor's changes to lines of authority during the contract
- Ability to operate free from organizational conflicts of interest

4. Other Information: For the reference contracts, the Offeror and major subcontractors shall:

- Describe significant awards and certifications received during the past 5 years that are relevant to solicitation requirements
- Describe any serious performance problems, terminations for default, or regulatory violations

The Government reserves the right to require additional past performance information from other subcontractors that may be deemed critical by the Government, and from an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract.

Past performance information may also be obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with Program Managers and Contracting Officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

PRIME AND MAJOR SUBCONTRACTOR PAST CONTRACTS

Attachment J.1(b)9 is used to capture past performance information similar in technical requirements, size and complexity to the work that may result from this solicitation. Complete the chart by inserting the appropriate contract number in the first column and the number of personnel assigned in each topic area, as well as the total of employees in the topic areas and total employees on contract. Separate contracts for the prime and each major subcontractor.

B. Reference Information.

The following information is to be supplied by each Offeror and major subcontractor. All information requested must concern contracts considered to be relevant in technical requirements, size and complexity to the contract expected to be awarded from this RFP. This information shall concern only work performed by the Offeror's or major subcontractors' business entity that will perform the work under this contract, if awarded. Each Offeror is responsible for assuring that the customers return questionnaires directly to the Government by the proposal due date. If the Offeror or major subcontractor does not have enough references to meet these requirements, references shall be provided to the maximum extent possible. The questionnaires returned to the Government will not be counted against the proposal's page limitation.

Each Offeror and major subcontractor shall submit a list of the Agencies/Companies who will be responding to the Past Performance Questionnaire identified in Section J, "List of Documents, Exhibits, and Attachments," for each active (underway at least one year) or recently completed (completed within the last five years) relevant contract valued at or above the major subcontract threshold.

The Offeror must submit this list directly to William E. Hale at William.Hale@nasa.gov or Fax: 650-604-0912 at least **15 days prior to the proposal due date.**

Each Offeror and any proposed major subcontractor shall send a blank Past Performance Questionnaire to the cognizant Contracting Officer or the Contracting Officer's Technical Representative of referenced contracts. **The Offeror is responsible for ensuring that the respondent completes and submits the questionnaire directly to Mr. Hale at the address above, no later than 10 days prior to proposal due date.**

(c) Price Proposal (Volume III).

A. INTRODUCTION

The Government assumes that adequate price competition will exist thereby negating the need for submission of certified cost and pricing data with this proposal submission (See FAR 15.403-

1). To ensure that the Government is able to perform a fair assessment of the proposed pricing, each Offeror is required to submit a Price proposal that is suitable for evaluation. A price volume that is suitable for evaluation shall:

- (1) Explain in detail all pricing and estimating techniques;
- (2) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the Source Evaluation Committee's (SEC's) understanding and ability to mathematically verify these estimating tools;
- (3) Comply with FAR Clause 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts). If prices include allowances for increased costs over time for which the clause at 52.222-43 does not provide a future equitable adjustment, please identify the increased costs being proposed in the Offeror's price(s) and provide sufficient rationale to support the reasonability of the price(s) that include these additional allowances for increased costs;
- (4) Comply with applicable Federal Acquisition Regulations (FAR) and the NASA FAR Supplement (NFS);
- (5) Include a narrative portion that explains all judgmental elements of price projections and profit policies including any proposed price ceilings and team profit sharing arrangements; and
- (6) Include all templates required in this RFP.

The Offeror's price proposal shall be submitted in one volume labeled "Volume III Price Proposal."

The RFP-specified formats provided herein are structured on a Contract Year (CY) basis. In preparing the proposal, summary level information is required on the templates, however, the Offeror's own format shall be used for submitting supporting information. Offerors are instructed to complete all applicable templates provided herein, and provide supporting information to explain the basis of estimate for the proposed amounts.

Major Subcontractors are defined by this solicitation as those subcontractors providing a total contract value of \$100,000.00 per year or \$500,000.00 for the five year inclusive effort.

In addition to the Prime Offeror submitting a Volume III, Price, any major subcontract that has a potential estimated total value in excess of \$100,000.00 per year or \$500,000.00 for the five year inclusive effort, a Volume III, Price, must be provided for that subcontract following the subsequently specified format.

Price proposals shall be submitted using Government provided pricing templates described below. The templates are included as Attachment J-1(b)3, Pricing Template Workbook.

Prospective major subcontractors shall submit proprietary cost data in a sealed envelope through the Prime Offeror. The Prime Offeror is responsible for submitting a comprehensive proposal including all required subcontractor proposals no later than the date and time specified in this RFP.

A WYE (Work Year Equivalent) is a full time equivalent that is defined as follows: the proposed productive hours needed to comprise one average full time employee. A WYE may be comprised of one employee or several part time employees. A productive WYE is defined as follows: the total available hours for productive work in a year, excluding overtime and paid time off (vacation, holiday, etc.).

All dollar amounts provided shall be rounded to the nearest dollar. All IDIQ fully burdened labor rates shall be rounded to the nearest penny, \$xx.xx. All rates (indirect percentages) shall be to the second decimal place, xx.xx%.

Standard Labor Categories (SLC's)

The Offeror will develop its proposed prices using its estimating system. The Offeror shall map its labor categories to the SLC's using the guidelines provided below. SLC's are intended to broadly group proposed labor into a manageable number of categories. These guidelines do not address all the possible specific skills, or requirements that any one occupation or profession may require. It is the Offeror's responsibility to acquire an understanding of the complexities of the work required to successfully meet the Logistics Management Services requirements. Accordingly, the Offeror must propose the resources required to successfully meet these requirements. The Offeror is allowed to include additional labor categories that do not easily map into the SLC's below under the "other" SLC. The "other" categories should be very limited if proposed. The goal should be no "other" SLC's.

Standard Labor Categories (SLC's) Job Description Guidelines – see attachment J.1 (b)1

The Offeror shall propose prices for the tasks included as Attachment J.1(b)6 of this solicitation. Attachment J.1 (b)1 includes the government estimate of the annual staffing levels.

The Offeror may choose to propose direct labor for the base and option periods utilizing the information provided in Attachment J.1(b)(1). The information provided by the Government is FOR INFORMATION ONLY and is not intended to represent a binding requirement. Offerors are instructed to use this information only as a guide in proposal preparation. However, if different labor categories are used the Offeror shall provide sufficient detail to explain how the proposed labor categories are derived.

Proposal Cover Sheet: A single page containing all the information specified in Section 1, General Instructions, Part A, Items 1 through 11 of Table 15-2 as shown in FAR 15.408 is required. JA Form 038 is an attachment in J.1(b)2, and may be used to satisfy this requirement. The proposal cover sheet shall be properly completed and signed by an official authorized to contractually bind your company. Proper completion includes identification of the cognizant Defense Contract Audit Agency (DCAA) office, and, in the reference columns, the pricing information submitted.

B. ELECTRONIC PRICING MODEL (EPM) FILE:

Format: In order to achieve standardization, the Electronic Pricing Model includes one (1) workbook entitled Pricing Template Workbook. The worksheets located within the workbook contain the following:

1. Fully Burdened Rates Development Year 1 – Year 5
2. Fully Burdened Rates Summary Year 1 – Year 5
3. Summary Price Template
4. Salary and Wages Non-exempt
5. Salary and Wages Exempt
6. Incumbency Assumptions
7. Phase-in Template

Formulas: All formulas used in the workbooks must be clearly visible in the individual cells and verifiable. Whereas linking among the spreadsheets or workbooks may be necessary, the use of external links (source data not provided to NASA) of any kind is prohibited. The workbooks must contain no macros or hidden cells.

Locks: The EPM shall not be locked/protected or secured by passwords.

C. CD PRICE PROPOSAL ORGANIZATION

The Government intends to use a personal computer with Microsoft Excel to aid in the evaluation of the price proposal. In addition to the hardcopy requirements of the preceding section, each prime and major subcontractor is required to submit its EPM and any other electronic cost data, including formulas, on CD(s) or USB stick.

Each CD provided is to have an external label indicating:

1. The name of the Offeror;
2. The RFP number; and
3. The files/workbooks or range of files/workbooks contained on the CD.

Labeling the CD case only does not fulfill this requirement. The CD itself must be labeled. The use of a permanent marker to label the CDs by hand is acceptable.

Workbook Acronyms

All electronic file/workbook names included in the proposal shall begin with the appropriate workbook acronym, hyphen, followed by the first three letters of the company name. For example: Assume the company name is ABC Company and you have completed the IDIQ workbook; the file/workbook name would be IDIQ-ABC.xls. The Offeror shall use the Template acronyms below in naming individual worksheets/tabs within an Excel file/workbook:

Template Acronyms:

FBR-DT – Fully Burdened Rates Development Template (Years 1-5)

FBR-ST – Fully Burdened Rates Summary Template (Years 1-5)

SPT – Summary Price Template

SW-NE – Salaries & Wages – Non-Exempt

SW-E – Salaries & Wages –Exempt

IA – Incumbency Assumptions

PIT – Phase in template

D. IDIQ PRICE TEMPLATES INSTRUCTIONS

1. Fully Burdened Rates Development Template (FBR-DT)

A separate FBR-DT is required for each contract year of the effort from the prime and is required from Major Subcontractor(s). Major Subcontractor is defined by this solicitation as a company that the Offeror anticipates providing a total contract value of \$100,000.00 per year or \$500,000.00 for the five year inclusive effort of contract value in support of the Statement of Work effort. This template is provided so that each Offeror may show how it arrived at its individually proposed fully burdened rates including profit. (See example in the template provided).

This template calculates a weighted average fully burdened labor rate for each Standard Labor Category (SLC). The Offeror's direct labor rates for each SLC for Contract Year 1 should come from and should match the direct labor rates developed in SW-NE and SW-E. The direct labor rates computed for Contract Year 1 for Exempt employees in SW-E should be escalated each year thereafter.

Offerors shall provide adequate supporting rationale for the escalation rates proposed.

Note: In accordance with the clause at 52.222-43, Fair Labor Standards Act and Service Contract

Act-Price Adjustment (Multiple Year and Option Contracts), escalation shall not be applied to the direct labor rates for Contract Year 1 for Non-Exempt employees subject to the Acts. The contract unit price labor rates for these employees will be adjusted at the time of actual change to the rates (for example, when a new wage determination is issued or collective bargaining agreement is signed), in accordance with paragraph (d) of the clause.

The third column is provided for each Offeror to provide its incumbent retention percentage (e.g., 98%). This column applies only to Contract Year 1.

Next, indirect costs are added to the direct labor cost to compute the fully burdened rate. This template includes some typical indirect cost categories that may be applicable; however, it may be modified to accommodate the Offeror's accounting system. You may add rows or columns to facilitate this. However, do not remove any SLC's in the submitted templates.

The Profit column is provided so the Prime Contractor can indicate the proposed profit based upon the Offeror's rationale.

The Subcontractor Cost Input Area addresses the Subcontractor rates. In this area, the Major Subcontractor(s) is to provide the prime with their fully burdened labor rate and shall be one rate per SLC that shall be charged to the Prime Contractor.

The column titled "Subcontractor FBR" is for the fully burdened rates provided to the Offeror by the subcontractors.

The Prime Burdens Rate is what the Prime contractor may apply as a burden to the Major Subcontractor FBR, if applicable. The Prime contractor then combines the Subcontractor FBR with the Prime Burdens Rate to arrive at a total rate that includes the subcontractor.

The column entitled "Estimated Skill Mix" provides the comparative weighting for each of the Offeror's labor categories. Based upon this weighting, the Composite Prime and Sub FBR can be determined. For example, if the Percentage Usage Prime/Sub was 50/50, then 50% of the Prime's FBR and 50% of the Subcontractor's FBR can be used in determining the overall Composite Prime and Sub FBR. The "Estimated Skill Mix" percentage must total to 100% for each SLC.

The Weighted Average Overtime column is provided for the Prime Contractor to indicate the hourly rate for overtime by each SLC. This column is to be completed by the prime contractor only. A detailed narrative should be provided explaining the rationale for the overtime rate.

For its proprietary information proposal (to be submitted in sealed envelope), each Major Subcontractor shall complete this template in the same manner as the Prime Offeror, showing development of its fully burdened rates by SLC.

2. Fully Burdened Rates Summary Template (FBR-ST)

This template is a summary of the fully burdened straight time and overtime labor rates, by contract year, from the FBR-DT template. This template, from the prime Offeror's proposal, will become Attachment J.1(a)6 to the contract and the rates contained therein shall be used for pricing all task orders under the contract. The non-labor related indirect cost rates for each Contract Year, listed at the bottom of the template, shall be used for application to estimated non-labor direct costs, such as material, travel, training, etc., in pricing all task orders under the contract. Major subcontractors must provide their fully burdened straight time and overtime labor rates to the prime Offeror on this template, but need not provide the non-labor indirect rates and

profit at the bottom of the template.

3. Summary Price Template (SPT)

This template is for pricing out the Offeror’s proposed hours for the tasks specified included as Attachment J.1(b)6 of this solicitation. **A separate SPT is required for each task.** The purpose of this template is to determine the effect of the proposed rates for all years. This template is divided into three sections:

The first section addresses the proposed productive hours.

The second section addresses the Contract rates that were determined in the Fully-Burdened Rates Development Template – **(FBR-DT)**.

The third section addresses the labor cost developed by multiplying the proposed productive hours by the fully burdened contract rates. This will be the fully burdened labor cost per labor category.

The computed labor costs shall be added to the Other Direct Cost s (ODCs) proposed for materials, travel, and training in the bottom section of the SPT, to form the Offeror’s proposed prices for the specified tasks.

For purposes of the proposal submissions, the following chart is provided for informational purposes ONLY and represents the Government’s current best estimate of contract requirements. These numbers should not be construed as actual dollars to be exercised on the contract.

Offerors may or may not use these amounts. Identify all ODCs applicable to the requirements. Indicate the reasons for these costs and the basis for pricing. If amounts other than these provided below are proposed, the Offeror shall provide sufficient detail to explain how the proposed amounts are derived.

ODC Type	Year 1	Year 2	Year 3	Year 4	Year 5	Total ODC Amounts
Materials	\$ 2,143,989	\$ 2,212,597	\$ 2,283,400	\$ 2,356,469	\$ 2,431,876	\$ 11,428,331
Travel	\$ 385,539	\$ 397,876	\$ 410,608	\$ 423,748	\$ 437,308	\$ 2,055,079
Training	\$ 69,380	\$ 71,600	\$ 73,891	\$ 76,256	\$ 78,696	\$ 369,823
Total ODCs	\$ 2,598,908	\$ 2,682,073	\$ 2,767,899	\$ 2,856,473	\$ 2,947,880	\$ 13,853,233

All costs shown in the template above for ODCs are exclusive of any indirect expenses and profit. Therefore, unless it is not the Offeror's normal accounting practice to do so, these costs should bear their applicable portion of G&A expense. Profit on these costs is at the option of the Offeror.

4. SALARIES AND WAGES NON-EXEMPT - CONTRACT YEAR 1: SW-NE)

The Offeror shall submit a completed Compensation SW-NE for non-exempt personnel for Contract Year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the “LABOR CATEGORY - Offeror’s” column, list all proposed labor classifications (included in the price proposal), by titles from the Offeror's estimating system. Each

of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The DOL WD or CBA category shall be mapped to the LABOR CATEGORY – Offeror's. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors or sub-contractors. Incumbent contractors or sub-contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE's per SLC. Depending on whether the category is DOL or CBA covered, include the wage rate in the appropriate column. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category. An example is included on the template for illustration purposes only.

5. SALARIES AND WAGES EXEMPT - CONTRACT YEAR 1: SW-E

The Offeror shall submit a completed SW-E for exempt personnel for Contract Year 1. This template is required of the Offeror proposed as prime and all proposed major subcontractors. In the "LABOR CATEGORY - Offeror's" column, list all labor classifications included in the proposal, by titles from the Offeror's estimating system. Each of the Offeror's Labor Categories shall be mapped to the Government Standard Labor Category. The "Incumbent Actual Labor Rate" column is only applicable to incumbent contractors. Incumbent contractors are to include the actual average current direct labor rate for each SLC. The "WYE" Column shall include all proposed WYE per SLC. The "Contract Year 1 Actual Proposed Labor Rate" is the Offeror's actual proposed composite labor rate starting in Contract Year 1. The "Escalation rates for year 2-5" column shall include the Offeror's annual escalation percentage. The "Actual Proposed Annual Salary" is the salary of the proposed labor category. A source column has been provided on the template for the Offeror to use to identify the supporting data for each labor category, which shall include the source data (Actual or Wage Survey) for exempt personnel. An example is included on the template for illustration purposes only.

6. INCUMBENCY ASSUMPTIONS - Contract Year 1: IA

This template is required of the Offeror proposed as prime and all proposed subcontractors (major and minor). This template provides visibility into any incumbency assumptions proposed by each Offeror pertaining to incumbency labor rates and incumbency seniority rights for fringe benefit purposes. The Offeror shall select only one option in each category.

In the area entitled, "Labor Rates," the Offeror shall pick one of the three options: (1) Proposing to pay current incumbent labor rates, (2) Proposing to not pay current incumbent labor rates or, (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate what the current incumbents are making; however, the SEC wants to understand the Offeror's intentions regarding pay for these employees if retained. The Offeror will provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how the Offeror's proposed salary structure will allow the Offeror to capture the proposed percentage of the qualified incumbent workforce.

In the area entitled, "Seniority Rights," the Offeror shall pick one of the three options: (1) Proposing to maintain seniority rights for fringe purposes, (2) Proposing to not maintain seniority rights for fringe purposes, or (3) Other. The Government understands that a non-incumbent Offeror may be only able to estimate the current incumbent's seniority levels; however, the SEC wants to understand the Offeror's intentions regarding seniority for these employees if retained. The Offeror shall provide a narrative explanation supporting or explaining the reason for selecting any of the options, particularly if option, "Other" is selected. Explain how not maintaining seniority rights for fringe benefit purposes will allow you to capture and maintain the proposed percentage of the incumbent workforce.

Note: The compensation templates (a-e) are required in order for the Government to perform an

evaluation of the Offeror's labor relations. These templates shall reconcile with the price templates described above, wherever applicable.

7. Phase-In Template (PIT)

The phase-in template is required of the prime only and is designed to show the total price (include all subcontractor phase-in costs and profit). This template must be supported by a narrative basis of estimate (BOE). Include all skills and hours on this template and add rows if needed to account for all labor required. Use the SLC's for skill mix, if appropriate, or include the Offeror's labor mix on the template with a brief job description in the narrative. The BOE should include a discussion of labor skill mix and significant non-labor resources (materials/supplies, equipment, other, etc.) necessary for accomplishment of phase-in requirements. The phase-in template is to include ALL phase-in costs necessary for full contract implementation.

E. Profit

Provide a description of the proposed profit structure in accordance with the Profit Plan. If a profit pool sharing arrangement is proposed, include a discussion of the arrangement and the distribution of profit earned. Include a discussion of how the proposed profit was derived and why it is reasonable for the type of effort.

F. Proposal Prime/Subcontractor Information Summary

All Offerors shall submit a completed Table 1 for the prime, each team member(s) and all subcontractors having a contract value of \$1 million or greater to provide information for use by NASA in the public contract award notification. Major subcontractors valued at \$1 million or greater are to submit a completed Table 1 for all of their subcontractors with a value of \$1 million or greater.

It is important that all information be complete and accurate to include the identification of the 9 digit United States Postal Service (USPS) Zip Code for all prime and subcontractors.

Table 1

Offerors and Major Subcontractors are to fill-in the italic areas in column 2 with the required information	
Prime/Major SubContractor	<i>Identify name of the prime Offeror or a major subcontractor</i>
Title:	<i>The title of the effort you have contracted or the program name Subcontracted</i>
Description:	<i>A brief non technical description of the work, including identification of the program, project, and period of performance.</i>
Program:	<i>Business Operations and Technical Services Contract</i>
Project:	<i>Provide Business Operations and Technical Services for ARC</i>
Period of Performance:	<i>The length from start date, 8/01/09 to completion date of the contracted effort, 07/31/14 .</i>
Type of Action:	<i>New Contract</i>
Contract Type:	<i>FFP-IDIQ</i>
Company:	<i>The name of the Prime, Team Member or Subcontractor</i>
Address:	<i>Full USPS street address to include suite or apartment numbers</i>
Performance Location:	<i>City and State of the principal work performance location(s)</i>
USPS 9 digit Zip Code	<i>Enter the 9 digit USPS Zip Code XXXXX-XXXX for performance location. <u>The 9-digit Zip code is a Mandatory Requirement.</u></i>
Estimated Price with Options	<i>\$ amount rounded to the \$1,000</i>

Subcontractors: (>1M)	List all subcontractors and their business size status for each first tier subcontract worth \$1 million or more for the total contract performance.
Small Business Subcontracting Goals:	Small business and small disadvantaged business subcontracting goals both in dollars and percentage of the value of the action (including all options if any)

Prime Offerors and Major Subcontractors shall perform and provide a copy of a cost or price analysis of their subcontractors as required by FAR 15.404-3(b).

(END OF PROVISION)

L.8 NFS 1852.245-81 LIST OF AVAILABLE GOVERNMENT PROPERTY (DEVIATION) (SEP 2007)

(a) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-1, *Government Property*. The Offeror shall notify the Government, as part of its proposal, of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.
SEE ATTACHMENT J.1(a)4						

(b) The Government will make the following Government property available for use in performance of the contract resulting from this solicitation, on a no-charge-for-use basis in accordance with FAR 52.245-2, *Government Property Installation Operation Services*. The Offeror shall notify the Government of its intention to use or not use the property.

Item Description	Acquisition Date	Acquisition Cost	Quantity	If equipment		
				Manufacturer	Model	Serial No.
N/A						

(c) The selected Contractor will be responsible for costs associated with transportation, and installation of the property listed in this provision.

(END OF PROVISION)

L.9 WAGE DETERMINATIONS AND COLLECTIVE BARGAINING AGREEMENT AVAILABILITY

Wage Determination numbers 2005-2062 Revision 9, CBA 2009-2829 Revision 0, and CBA 2009-2830 Revision 0 are included in Section J as Attachments J.1(a)2. The collective bargaining agreements (CBAs), referenced in Wage Determination numbers CBA 2009-2829 between the incumbent Contractor and the International Association of Machinists and Aerospace Workers AFL-CIO, District Lodge #190 of Northern California; and CBA 2009-2830 between the incumbent Contractor and Subcontractor and the Service Employees International Union (SEIU) Local 1877 can be obtained by written request to the Contract Specialist at William.Hale@nasa.gov.

(END OF PROVISION)

L.10 SBA OSTENSIBLE SUBCONTRACTOR RULE INFORMATION

(a) If a subcontracting arrangement is proposed, Offerors shall include specific detail in the following areas so that the Government can determine that the prime contractor making the offer will be performing the primary and vital requirements for the contract (include response to this provision in L.7(a)(3)(A)1).

(i) Who will manage the contract.

(ii) Which party possesses background and expertise necessary for contract performance

(iii) Which party pursued the contract

(iv) The degree of collaboration in preparation and submission of the competitive proposal.

(v) Whether there are discreet tasks to be performed by each of the teaming partners, or whether there is instead commingling of personnel and resources

(vi) The relative amount of work to be performed by each teaming partner

(vii) Which party will perform the more complex and costly contract functions

(viii) The business size of the other parties

(ix) Which of the parties possess the qualifications relevant to the contract requirements

(x) Describe how the Offeror will ensure compliance with FAR 52.219-14, Limitations on Subcontracting. For the purposes of this RFP, ARC defines "costs of contract performance incurred for personnel" to mean direct labor, labor overhead (including payroll taxes and benefits), and G&A. "Employees of the concern" means actual direct employees identified on the Offeror's payroll records for which social security taxes are matched. ARC considers "cost of contract performance" to include all costs throughout contract completion (the full contract period of performance).

Note: For purposes of the Ostensible Subcontractor Rule, major subcontractor is defined by this solicitation as a company that the Offeror anticipates providing at least \$500,000 of contract value in support of the Statement of Work effort.

(b) If an 8(a) joint venture is proposed, Offeror shall submit a SMALL BUSINESS ADMINISTRATION signed and approved joint venture agreement with submission of the proposal.

(END OF PROVISION)

[END OF SECTION]

SECTION M - EVALUATION FACTORS FOR AWARD TO OFFERORS

M.1 FAR 52.252-1 LISTING OF 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 these addresses:

FAR website: <http://acquisition.gov/far/index.html>

NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
PROVISION NO.	DATE	TITLE
52.217-5	JUL 1990	EVALUATION OF OPTIONS

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)		
PROVISION NO.	DATE	TITLE
None included by reference.		

(END OF PROVISION)

M.2 EVALUATION APPROACH

(a) **General.** The contract award will be based on the evaluation of three factors: Mission Suitability (Volume I), Past Performance (Volume II), and Price (Volume III).

(1) This provision is intended to explain the rationale and precise criteria by which proposals will be assessed by the evaluation team. Offerors are to prepare proposals with these criteria in mind (i.e., in terms of both content and organization), in order to assist the team in determining the relative merit of proposals in relation to the requirements as defined in the Statement of Work.

(2) The Government may award a contract based solely on the initial offers received, without discussion of such offers. Accordingly, each Offeror shall submit its initial proposal to the Government using the most favorable terms from a price and technical standpoint.

(3) Proposals will be evaluated in accordance with the requirements of FAR Subpart 15.3, "Source Selection," as supplemented by NFS Subpart 1815.3, "Source Selection." Offerors must recognize that the initial evaluation of proposals and the determination of the competitive range, if any, will be made upon a review of the proposals only, plus some independent investigations that may be made with regard to Past Performance. Discussions will be held only if award on the basis of initial offers is determined not to be in the Government's best interest. If written or oral discussions are conducted, the Government will seek revised proposals from Offerors within the competitive range.

(4) At the conclusion of discussions (if applicable), as stipulated in FAR 15.307, a Final Proposal Revision (FPR) will be requested from all Offerors still within the competitive range. The FPR shall be submitted in the form of a contractual document (including revisions to the original proposal) that has been executed by an individual with the authority to bind the Offeror. Selection will be made in accordance with the evaluation criteria herein. Contract award may be made without subsequent discussions or negotiation.

(5) The Source Evaluation Committee (SEC) will present its findings to the Source Selection Authority (SSA). The SSA's decision shall be based on a comparative assessment of proposals against all source selection criteria in the solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment. The Government intends to award a contract resulting from this solicitation to the responsible Offeror whose proposal represents the best value after evaluation in accordance with the criteria set forth in the solicitation.

(b) **Evaluation Factors.** There are three evaluation factors for this procurement: Mission Suitability, Past Performance, and Price. A general definition of these factors may be found at NFS 1815.304, "Evaluation factors and significant subfactors." Specific information regarding each factor is provided below:

(1) Mission Suitability Factor. The Mission Suitability factor indicates, for each Offeror, the merit or excellence of the work to be performed and the ability of the Offeror to accomplish what is offered, or the product to be delivered. The overall Mission Suitability Factor will be numerically scored, and the Mission Suitability subfactors will be rated by adjective and numerically weighted and scored in accordance with NFS 1815.305(a)(3), "Technical Evaluation," and the following table:

ADJECTIVAL RATING	DEFINITIONS	PERCENTILE RANGE (Subfactor 1)
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.	91-100
Very Good	A proposal having no deficiency and which demonstrates over-all competence. One or more significant strengths have been found, and strengths outbalance any weaknesses that exist.	71-90
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not off-set by strengths do not significantly detract from the Offeror's response.	51-70
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.	31-50
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.	0-30

Overall, the Offeror's Mission Suitability proposal will be evaluated based on the Offeror's ability to efficiently fulfill the technical requirements while meeting quality, schedule, and safety requirements. The compatibility between the proposed management and technical approaches to accomplish the work will be an important consideration in the evaluation of this factor.

(2) Past Performance Factor. This factor indicates the relevant quantitative and qualitative aspects of each Offeror's record of performing services or delivering products similar in size, content, and complexity to the requirements of the current acquisition. This factor provides an opportunity to evaluate the quality of goods and services provided by the Offerors to the agency and other organizations as either a prime or subcontractor.

The Past Performance evaluation assesses the contractor's performance under previously awarded contracts. The past performance evaluation is an assessment of the Government's level of confidence in the Offeror's ability to perform the solicitation requirements. The past performance evaluation shall be in accordance with FAR 15.305(a)(2) and NFS 1815.305(a)(2). When applying the definitions below to arrive at a confidence rating, the SEC's evaluation shall clearly document each Offeror's relevant past performance and the currency of the past performance to assess the Offeror's overall confidence rating assigned. Past Performance shall be evaluated for each Offeror using the following levels of confidence ratings:

Definition of Ratings

<p>Very High Level of Confidence</p>	<p>The Offeror's relevant past performance is of exceptional merit and is very highly pertinent to this acquisition; indicating exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance. Based on the Offeror's performance record, there is a very high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. No significant weaknesses exist.)</p>
<p>High Level of Confidence</p>	<p>The Offeror's relevant past performance is highly pertinent to this acquisition; demonstrating very effective performance that would be fully responsive to contract requirements with contract requirements accomplished in a timely, efficient, and economical manner for the most part with only minor problems with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a high level of confidence that the Offeror will successfully perform the required effort. (One or more significant strengths exist. Strengths outbalance any weakness.)</p>
<p>Moderate Level of Confidence</p>	<p>The Offeror's relevant past performance is pertinent to this acquisition, and it demonstrates effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance. Based on the Offeror's performance record, there is a moderate level of confidence that the Offeror will successfully perform the required effort. (There may be strengths or weaknesses, or both.)</p>
<p>Low Level of Confidence</p>	<p>The Offeror's relevant past performance is at least somewhat pertinent to this acquisition, and it meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial, effects on overall performance. Based on the Offeror's performance record, there is a low level of confidence that the Offeror will successfully perform the required effort. Changes to the Offeror's existing processes may be necessary in order to achieve contract requirements. (One or more weaknesses exist. Weaknesses outbalance strengths.)</p>
<p>Very Low Level of Confidence</p>	<p>The Offeror's relevant past performance does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely affect overall performance. Based on the Offeror's performance record, there is a very low level of confidence that the Offeror will successfully perform the required effort. (One or more deficiencies or significant weaknesses exist.)</p>
<p>Neutral</p>	<p>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 may not be evaluated favorably or unfavorably on past performance [see FAR 15.305(a) (2) (ii) and (iv)].</p>

(3) Price Factor. This factor is used to assess what each Offeror's proposal will cost the Government should it be selected for award. Proposed costs are analyzed to determine the price and associated risks of doing business with an Offeror based upon the Offeror's proposed approach for the proposed price. A price analysis will be performed to assess the

reasonableness of the proposed prices. It is not numerically scored.

(c) **Mission Suitability Factor (Volume I).** The Offeror's proposal will be evaluated based on the Offeror's ability to fulfill the technical requirements while meeting quality, schedule, and safety requirements and the Offeror's management and business approaches. The compatibility between the proposed technical and management approaches, and the overall resources proposed to accomplish the work will be an important consideration in the evaluation of this factor. In addition, proposal risk will be evaluated with respect to cost, performance, technical approach, and management approach. Mission Suitability subfactors will be assigned adjectival ratings and numerical scores. The overall Mission Suitability Factor will only receive a numerical score. Information submitted in Volume I of the proposal that is not relevant to the Mission Suitability factor will not be evaluated, except that if the SEC determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEC may determine this to be a mission suitability weakness adversely affecting the Offeror's Mission Suitability score, if applicable. This integration between mission suitability findings and price is critical to determining price reasonableness.

The Offerors will be evaluated and scored based on the Mission Suitability subfactors set forth below. (Note: the following outline should not be construed as an indication of the order of importance or relative weighting within individual elements of the Mission Suitability subfactors as there are no discrete point values to any of the elements.)

INDEX OF MISSION SUITABILITY SUBFACTORS			
Para.	Subfactor Title	Elements	
A	Management Approach	1	Organizational Structure and Approach
		2	Staffing
		3	Phase-In Plan
		4	Organizational Conflicts of Interest Avoidance Plan
B	Technical Understanding	1	General
		2	Contract Task Orders
C	Safety and Health Plan		

A. Management Approach – (Subfactor)

The Offeror's proposed management and business approaches will be evaluated with consideration of the elements reflected in the Index of Mission Suitability Subfactors table above to integrate, control, and accomplish the requirements of the SOW/CTOs from phase-in through the life of the contract will be evaluated.

1. Organizational Structure and Approach The Government will evaluate the Offeror's organizational structure and approach, including the Offeror's response to L.10: *SBA Ostensible Subcontractor Rule Information*, to perform the diverse functions of the Statement of Work for appropriateness, reasonableness, and effectiveness, and rationale for the following:

- How the Offeror's organizational structure provides clear internal and external lines of authority including the authority and responsibility vested in personnel, their access to corporate or company resources to support the contract through all phases, including the flowchart of structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontracting arrangements. *For multiple organizations proposed to be involved in conducting this work, the explanation of each of their relationships during the effort and the identification and integration of their proposed contributions to the work.* The SBA Ostensible Subcontracting Rule Information will be assessed to verify the offeror is eligible for award as a small business. If it appears an ostensible subcontract may have been proposed, the proposal evaluation may proceed until a final determination is made by the Small

Business Administration. Offerors are advised that evidence of non-compliance with Provision L.10 or FAR 52.219-14 may result in elimination of the offeror from award.

- The Offeror's Identification of risk areas and recommended approaches to minimize the probability and impact of those risks
- The Offeror's approach to managing multiple task orders, task priorities, and changes to requirements, budget (including budget increases and decreases), and schedule; in a timely, efficient and cost effective manner

2. Staffing The Government will evaluate the Offeror's staffing for reasonableness, effectiveness, appropriateness, soundness, innovativeness, efficiency and the following:

- Identified Key Positions, and the rationale, authority and responsibilities, for designating them as Key. Position descriptions including authorities, responsibilities, and assignments of the position, as well as the experience and skills required of the Key Personnel filling the position
- Resumes for Key Personnel and the stated degree of commitment of Key Personnel as well as the Offeror's commitment to employ or promote the person (i.e. letters of intent, etc.)
- Proposed approach and rationale to providing the staffing (skill mix) necessary to perform the requirements contemplated in the statement of work. Addressed difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties
- Proposed approach for maximizing staffing efficiencies: especially due to reductions or increases resulting from budget fluctuations; short notice changes in requirements; long term personnel absences due to vacation, illness, etc; and temporary assignments

3. Phase-in Plan The Government will evaluate Offeror's phase-in plan for reasonableness, effectiveness, appropriateness, soundness, innovativeness, and the following:

- Identification of phase-in risks and recommend approaches to minimize the probability and impact of those risks
- Approaches for ensuring efficient continuation of operations during contract transition, addressed issues typically encountered during the initial and ongoing transition of personnel

4. Organizational Conflict of Interest Avoidance Plan.

The Offeror's Organizational Conflict of Interest Avoidance Plan will be evaluated for a complete and comprehensive response to ensuring compliance with, and assurances that, all safeguards are in place to maintain control, handling, and non-disclosure of sensitive data in conformance with contract requirements. Specifically, the Plan will be evaluated to ensure it addresses all the requirements identified in Section H, paragraph H.2 (*ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING*), H.14, ARC 52.227-93 (*MANAGEMENT AND PROTECTION OF DATA*), H.15 (ARC 52.227-96 *HANDLING OF DATA*) and Section I, paragraph I.1 (NFS 1852.237-72, *ACCESS TO SENSITIVE INFORMATION*) relative to the Offeror's understanding and proposed methodology for implementation of the contract requirements.

B. Technical Understanding

Each proposal will be examined to evaluate the Offeror's overall understanding of the requirement and technical approach to performing the work required in each functional area of the Statement of Work (SOW). Restating the Statement of Work (SOW) will not be interpreted as demonstrating understanding.

1. General

The Government will evaluate the Offeror's approach to performing the work required in each functional area of the Statement of Work for appropriateness, reasonableness, and effectiveness and how the work will be accomplished as follows:

- Identification of potential critical and/or high risks to accomplishing the specific services listed in the SOW, and the recommended approaches to minimize the impact of those risks
- Innovative approaches, synergies across the SOW, including justifications and expected advantages to the Government
- Approach for responding to task requests, planning work and accomplishing task requirements
- Approach for staying abreast of current policies and procedures, and adopting them where appropriate
- The Offeror's plans and rationale to provide its own equipment (either in addition to, or in place of, Government-provided equipment)

2. Contract Task Orders

The Government will evaluate each proposed task plan for reasonableness, effectiveness, appropriateness, soundness, innovativeness, efficiency, and to determine the Offeror's overall understanding of each Contract Task Order requirement.

C. Safety and Health

The Offeror's Safety and Health Plan will be evaluated for a complete and comprehensive response to the management of safety and health hazards that will be expected during the course of this contract in accordance with NPR 8715.3 and APR 1700.1. The Offeror's approach and understanding to the following will be evaluated to determine soundness, technical merit, innovativeness, efficiency, and effectiveness:

- (1) Statement of the corporate policy and program goals concerning safety and health.
- (2) Safety and Health program management structure, including whether the plan clearly defines safety assignments and specific safety roles to individuals by name and title.
- (3) Safety management program elements, including whether the plan appropriately covers techniques for achieving program goals and includes:
 - Methods to make certain that clear statements of hazardous situations and necessary cautions are in documents which detail operations, such as inspection, test, and operating procedures.
 - Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - Procedures for training and certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - Controls for special hazardous materials and processes, such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, etc.
 - Method of making sure that emergency plans and procedures are current and sufficient.

- Method for making sure that employees consistently perform their work safely and in accordance with the plan.
- Method for reporting and investigating accidents and incidents (mishaps).

(d) **Past Performance Factor (Volume II).**

By acquiring and reviewing information from a variety of sources, the Government will evaluate each Offeror's suitability to fulfill the requirements of this contract. The Government will evaluate the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors, predecessor companies, key personnel who have relevant experience, subcontractors and an organization that will substantially contribute to the proposed contract, or have the potential to significantly impact performance of the proposed contract. Specifically, the Government will evaluate information on past and current performance regarding relevant technical performance, contract management, and corporate management responsiveness and other information.

The explanations and amounts of cost savings or growth will be evaluated. The reasons for any terminations for default, environmental or safety violations and schedule slips will also be evaluated.

If an Offeror does not have any relevant past performance history as determined herein, it will not be evaluated favorably or unfavorably and will be given a neutral adjectival rating.

(a) Past Performance Evaluation Criteria

The Government will review recent and active contracts (as defined in Section L.7(b)), to determine the relevancy of the experience to the work anticipated to be performed under this proposed contract. The past performance of the Offeror and major subcontractors will be thoroughly evaluated in the following areas: Relevant Technical Performance, Contract Management, Corporate Management Responsiveness, and Other Information. The Government will also evaluate other information submitted by the Offeror and major subcontractors as well as information from other sources as described in Section L.

1. Relevant Technical Performance. The Government will review relevant recent and active contracts to assess the quality of the technical work performed under those contracts. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the offer or and major subcontractors. In evaluating technical performance, consideration will be given to the following:

- Contractor flexibility and effectiveness in dealing with unexpected changes to technical requirements
- Quality, accuracy, and completeness of technical documentation
- Contractor's ability to resolve unexpected problems in a timely, effective manner

2. Contract Management. The Government will evaluate the Offeror's and major subcontractors' recent and current performance in the area of contract management. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and subcontractors. In evaluating contract management, consideration will be given to the following:

- Safety record including protecting the environment and employees during performance of contract requirements
- Qualifications and effectiveness of on-site contract management and the level of autonomy the on-site manager had to manage the contract

- Management of a large number of varied tasks, and experience for responding to short-term high demand requirements
- Conformance with contract terms and conditions, including delivery of products, services, and reports
- Record of retaining qualified employees to address contract requirements
- Subcontract management
- History regarding the handling of labor, including union, related issues; discussion regarding the history of handling claims or disputes over the last five (5) years, and their resolution(s)
- Management of the phase-in period to ensure efficient continuation of services, in cases where the Offeror was not the incumbent
- Handling of Government sensitive and third party proprietary data issues, including export control
- Processes for negotiating and implementing contract changes
- Response to work (or task orders) as assigned and the completion of work plans
- Experience in dealing with increased workload or contract de-scoping
- Ability to fill vacant key position(s) appropriately and in a timely manner

3. Corporate Management Responsiveness: The Government will evaluate the Offeror's and major subcontractors' corporate relevant past performance, and the relationship of the Offeror to any entities within the corporation that will substantially contribute to the proposed contract or have the potential to significantly impact the proposed contract, and how well they have worked together in the past. The Government will consider the currency and relevance of the information, source of the information, context of the data, and general trends in performance of the Offeror and major subcontractors. The Government will evaluate the impact of the Offeror's, major subcontractor's, and other entities' decisions in the following areas:

- Availability of the contractor's corporate resources
- Responsiveness of corporate management to contract issues
- Impact of contractor's changes to lines of authority during the contract
- Ability to operate free from organizational conflicts of interest

4. Other Information: The Government will also evaluate the following for all relevant contracts:

- Significant awards and certifications received during the past 5 years that are relevant to solicitation requirements
- Any serious performance problems, termination for default, or regulatory violations

Past performance will also be evaluated based on information obtained through the NASA Past Performance Data Base (PPDB) or similar systems of other Government departments and agencies, questionnaires tailored to the circumstances of this acquisition, Defense Contract Management Agency (DCMA) channels, interviews with program managers and contracting officers, and other sources known to the Government, including commercial sources.

Offerors are notified that, in conducting an assessment of past performance, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources.

(e) Price Proposal (Volume III)

(1) The Government will conduct Price Proposal evaluations in accordance with Section 15.4 of the FAR. Particular attention shall be given to FAR 15.404-1(b) entitled Price Analysis. Elements of FAR 15.404-1(b) that shall be considered include comparison of proposed prices received in response to the solicitation; comparison of proposed prices with independent Government cost estimates; and analysis of pricing information provided by the Offeror.

(2) Price Proposal evaluations shall also include an analysis for unbalanced pricing as referenced in FAR 15.404-1(g). A determination of unbalanced pricing may lead to the rejection of the Offeror as permitted in FAR 15.404-1(g)(3).

(3) Relatively low prices will also be evaluated to determine whether there is a risk of default in the event of award to that Offeror. If the Government determines that there is an unreasonably high risk of default, such a determination may serve as the basis for non-selection.

(4) An evaluation of the profit shall also be conducted. The proposed profit will be evaluated for reasonableness and for the extent that it will serve as a motivator of efficient and effective contract performance as referenced in FAR 15.404-4(a).

(5) The overall price for evaluation purposes will be the sum of the prices proposed for line items 02, 04, 05 and 06 in Section B.1 of the solicitation. The price of phase-in (line item 01) will not be included in the evaluated total price, but will be evaluated in terms of risk assessment for selection purposes. This consideration involves performing an analysis of the proposed phase-in price which may lead to mission suitability weaknesses, and adversely affect mission suitability scores, if the proposed resources are not consistent with the proposed phase-in plan.

(6) Evaluation of options shall not obligate the Government to exercise such options.

M.3. WEIGHTING AND SCORING

(a) The essential objective of the procurement process is to identify and select the contractor able to successfully meet the Government's needs in the manner most advantageous to the Government, all factors considered. These factors are described in M.2, Evaluation Approach.

(b) Mission Suitability subfactors will be assigned adjectival ratings and numerical scores in accordance with the numerical system established below. The overall Mission Suitability Factor will only receive a numerical score. The other factors (i.e., Past Performance and Price) are not similarly weighted or scored. Past Performance is assigned a level of confidence rating. Price will be evaluated for reasonableness and realism. The Source Selection Authority's (SSA) decision shall be based on a comparative assessment of proposals pursuant to source selection criteria prescribed in this solicitation. While the SSA may use reports and analyses prepared by others, the source selection decision shall represent the SSA's independent judgment.

(c) Price is somewhat more important than Past Performance, and Past Performance is somewhat more important than Mission Suitability. All evaluation factors other than Price, when combined, are approximately equal to Price. Offerors should note that items within any factor, if found to be unsatisfactory, may be the basis for rejection of an offer.

(d) The numerical weights assigned to the Mission Suitability subfactors are indicative of the relative importance of those evaluation areas. The Mission Suitability subfactors to be evaluated are weighted for purposes of assigning numerical scores as follows:

MISSION SUITABILITY	
Subfactors	Assigned Weight
Management Approach Organizational Structure and Approach Staffing Phase-in Plan Organizational Conflicts of Interest Avoidance Plan	400
Technical Understanding General Contract Task Orders	350
Safety and Health Plan	250
TOTAL	1000

(END OF PROVISION)

[END OF SECTION]