

SOLICITATION, OFFER AND AWARD			THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)		RATING	PAGE OF PAGES 1 452
2. CONTRACT NO.	3. SOLICITATION NO. NNA12366339R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO. 4200366339		
7. ISSUED BY NASA Ames Research Center Attn: Kenneth Kitahara, M/S 213-13 Moffett Field, CA 94035-0001		CODE	8. ADDRESS OFFER TO (If other than Item 7) NASA Ames Research Center Attn: Timothy Marion, M/S 241-215 Moffett Field, CA 94035-0001			

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

SOLICITATION

9. Sealed offers as instructed in **L.5 for original and 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 **Bldg. 241, Room 215** until **December 10, 2012 no later than 11:00 am. Pacific Standard Time (PST)** 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.

FOR INFORMATION CALL:	NAME Timothy Marion	TELEPHONE NO. (NO COLLECT CALLS) (650) 604-0976	EMAIL ADDRESS timothy.a.marion@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.

In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 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.

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
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TELEPHONE NO. AREA CODE NUMBER EXT	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	SIGNATURE	OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
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) ()	SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		BLOCK 25
24. ADMINISTERED BY (If other than Item 7)	CODE	PAYMENT WILL BE MADE BY	CODE 203-18

NASA Ames Research Center Attn: Timothy Marion, M/S 241-1 Moffett Field, CA 94035-1000	NSSC – FMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
(Signature of Contracting Officer)		

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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SUPPLIES/SERVICES TO BE PROVIDED

(a) 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 Performance Work Statement (PWS) set forth in Section C and as specifically identified under individual task orders. This is a single hybrid contract consisting of a Firm Fixed-Price (FFP) Core requirement, a FFP Indefinite Delivery Indefinite Quantity (IDIQ) requirement and Time and Materials (T&M) IDIQ requirement with associated Contract Line Item Numbers (CLINs). The Phase-In period will be included within the Base Period.

Item No.	Description	PWS	Qty	Unit
PHASE-IN				
01	60-Day Phase-In Period as set forth in Section F, paragraph F.2(a)	1.2	1	Job

Phase-In Period – Only Contract Line Item No. 01 (Phase-In) will be initiated at award.

Item No.	Description	PWS	Qty	Unit
BASE PERIOD				
02A	Protective Services, Core Requirement (Program Management), Base Period as set forth in Section F, paragraph F.2(b)	2.0	1	Job
02B	Protective Services, Core Requirement (Fire Services), Base Period as set forth in Section F, paragraph F.2(b)	8.0	1	Job
03	Protective Services, Indefinite Delivery/Indefinite Quantity (ID/IQ) Requirement, Base Period as set forth in Section F, paragraph F.2(b)	3.0 thru 8.0	TBD	Task Order
04	Protective Services Time and Materials (T&M), Base Period as set forth in Section F, paragraph F.2(b)	2.0	TBD	Task Order

(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.

Item No.	Description	PWS	Qty	Unit
OPTION PERIOD ONE				
05A	Protective Services, Core Requirement (Program Management), Option Period One as set forth in Section F, paragraph F.2(c)	2.0	1	Job
05B	Protective Services, Core Requirement (Fire Services), Option Period One as set forth in Section F, paragraph F.2(c)	8.0	1	Job
06	Protective Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period One as set forth in Section F, paragraph F.2(c)	3.0 thru 8.0	TBD	Task Order
07	Protective Services Time and Materials (T&M), Option Period One as set forth in Section F, paragraph F.2(c)	2.0	TBD	Task Order

Item No.	Description	PWS	Qty	Unit
OPTION PERIOD TWO				
08A	Protective Services, Core Requirement (Program Management), Option Period Two as set forth in Section F, paragraph F.2(d)	2.0	1	Job
08B	Protective Services, Core Requirement (Fire Services), Option Period Two as set forth in Section F, paragraph F.2(d)	8.0	1	Job
09	Protective Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Two as set forth in Section F, paragraph F.2(d)	3.0 thru 8.0	TBD	Task Order
10	Protective Services Time and Materials (T&M), Option Period Two as set forth in Section F, paragraph F.2(d)	2.0	TBD	Task Order

Item No.	Description	PWS	Qty	Unit
OPTION PERIOD THREE				
11A	Protective Services, Core Requirement (Program Management), Option Period Three as set forth in Section F, paragraph F.2(e)	2.0	1	Job
11B	Protective Services, Core Requirement (Fire Services), Option Period Three as set forth in Section F, paragraph F.2(e)	8.0	1	Job
12	Protective Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Three as set forth in Section F, paragraph F.2(e)	3.0 thru 8.0	TBD	Task Order
13	Protective Services Time and Materials (T&M), Option Period Three as set forth in Section F, paragraph F.2(e)	2.0	TBD	Task Order

Item No.	Description	PWS	Qty	Unit
OPTION PERIOD FOUR				
14A	Protective Services, Core Requirement (Program Management), Option Period Four as set forth in Section F, paragraph F.2(f)	2.0	1	Job
14B	Protective Services, Core Requirement (Fire Services), Option Period Four as set forth in Section F, paragraph F.2(f)	8.0	1	Job
15	Protective Services, Indefinite Delivery/Indefinite Quantity Requirement, Option Period Four as set forth in Section F, paragraph F.2(f)	3.0 thru 8.0	TBD	Task Order
16	Protective Services Time and Materials (T&M), Option Period Four as set forth in Section F, paragraph F.2(f)	2.0	TBD	Task Order

(c) CLINS 02A, 02B, 05A, 05B, 08A, 08B, 11A, 11B, 14A and 14B are performance-based FFP Core Requirement for Program Management and Fire Services. If the Core Requirement decreases or increases, the Government reserves the right to re-negotiate the FFP value.

(d) CLINS 03, 06, 09, 12 and 15 will be issued as Indefinite Delivery/Indefinite Quantity (IDIQ) FFP task orders in accordance with Clause H.2 (Task Ordering Procedure) by the Contracting Officer at the rates set forth in Section J, paragraph J.1 (a), Attachment 8, Pricing Template Workbook.

(e) CLINS 04, 07, 10, 13 and 16 will be issued only for travel, training and materials on a ID/IQ Time and Materials (T&M) task order in accordance with Clause H.2 (Task Ordering Procedures).

(END OF CLAUSE)

B.2 FIRM FIXED PRICE (NFS 1852.216-78) (DEC 1988)

- (a) The total firm fixed price for CLIN 01, Phase-In, of this contract is \$ [Insert the appropriate amount].
- (b) The total firm fixed price for CLIN 02A, Base Period, for Core Requirement (Program Management) of this contract is \$ [Insert the appropriate amount].
- (c) The total firm fixed price for CLIN 02B, Base Period, for Core Requirement (Fire Services) of this contract is \$ [Insert the appropriate amount].
- (d) The total firm fixed price for the CLIN 05A, Option Year One, for Core Requirement (Program Management) of this contract is \$ [Insert the appropriate amount].
- (e) The total firm fixed price for the CLIN 05B, Option Year One for Core Requirement (Fire Services) of this contract is \$ [Insert the appropriate amount].
- (f) The total firm fixed price for the CLIN 08A, Option Year Two, for Core Requirement (Program Management) of this contract is \$ [Insert the appropriate amount].
- (g) The total firm fixed price for the CLIN 08B, Option Year Two, for Core Requirement (Fire Services) of this contract is \$ [Insert the appropriate amount].
- (h) The total firm fixed price for the CLIN 011A, Option Year Three for Core Requirement (Program Management) of this contract is \$ [Insert the appropriate amount].
- (i) The total firm fixed price for the CLIN 11B, Option Year Three, for Core Requirement (Fire Services) of this contract is \$ [Insert the appropriate amount].
- (j) The total firm fixed price for the CLIN 14A, Option Year Four, for Core Requirement (Program Management) of this contract is \$ [Insert the appropriate amount].
- (k) The total firm fixed price for the CLIN 14B, Option Year Four, for Core Requirement (Fire Services) of this contract is \$ [Insert the appropriate amount].

(END OF CLAUSE)

B.3 CUMULATIVE VALUE FOR TASK ORDERS AND CONTRACT CEILING PRICE

This clause identifies the total price to be paid to the Contractor for acceptable performance of all services described in issued task orders (applicable to IDIQ and T&M CLINs only). This clause will be updated on a periodic basis to reflect the value of issued task orders and represents the contract ceiling price. The total price (Firm-Fixed Price and the Not-To-Exceed T&M requirements of the Contract Task Orders (CTO's)), is included in Section J.1(a), Attachment 10, Table of Cumulative Contract Task Order Values.

(END OF CLAUSE)

B.4 RESERVED

B.5 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) FIRM-FIXED-PRICE (FFP) RATE

- (a) The purpose of this clause is to set forth Firm-Fixed Priced (FFP) combined (fully burdened) direct, indirect, and profit rates for the contract, as identified in Section J.1(a), Attachment 8, Pricing Template Workbook, to be used in subsequent negotiations of IDIQ FFP CTOs in accordance with the task ordering procedures set forth in this contract.

(b) In accordance with Section I FAR clause 52.216-22 – Indefinite Quantity, incorporated by reference in Section I, I.1(I), , a CTO may be issued at any time within the ordering period of the contract.

(END OF CLAUSE)

B.6 MINIMUM/MAXIMUM AMOUNT OF SUPPLIES OR SERVICES (FIRM FIXED-PRICE AND TIME AND MATERIALS CLINS)

(a) The minimum amount of supplies or services that shall be ordered under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 for ID/IQ Task Orders during the potential effective period of this contract is \$100,000.00. The maximum amount of supplies or services that may be ordered under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 for ID/IQ Task Orders during the potential effective period of this contract is \$102,000,000.00. The minimum and maximum specified in this paragraph apply only to orders placed under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 of this contract. Government orders for services in quantities specified above the minimum and below the maximum shall not constitute a basis for price adjustments.

(b) The minimum amount is satisfied when the sum of the dollar amounts of all ordered supplies or services under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals or exceeds the minimum amount of \$100,000.00.

(c) The maximum amount is reached when the sum of the dollar amounts of all ordered supplies or services under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 except for any adjustments made pursuant to the Limitation of Cost or Limitation of Funds clause, equals the maximum amount of \$102,000,000.00.

(d) The maximum amount, if reached, precludes the issuance of further orders for supplies or services under CLINS 03, 04, 06, 07, 09, 10, 12, 13, 15 and 16 of this contract. However, reaching the maximum amount does not preclude adjustments to the dollar amounts of existing placed orders, for actions that are within the scope of the placed orders, and which are made pursuant to existing contract authority, such as the Changes clause.

(e) The maximum amount of \$102,000,000.00 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 maximum amount of \$102,000,000.00.

(END OF CLAUSE)

[END OF SECTION]

SECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

C.1 PERFORMANCE WORK STATEMENT (PWS)

(a) In accordance with the contract's terms and conditions, the Contractor shall furnish all personnel, services, equipment, materials, and facilities necessary for or incidental to performance of the requirements set forth herein.

(b) Work shall be accomplished in accordance with the Performance Work Statement (PWS), entitled "**NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)/AMES RESEARCH CENTER (ARC) PROTECTIVE SERVICES OFFICE (PSO) SUPPORT SERVICES CONTRACT PERFORMANCE WORK STATEMENT (PWS)**" which is incorporated in Section J.1(a), Attachment 1.

(END OF CLAUSE)

[END OF SECTION]

SECTION D - PACKAGING AND MARKING

D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	PACKAGING, HANDLING, AND TRANSPORTATION

(END OF CLAUSE)

(END OF SECTION)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-2	AUG 1996	INSPECTION OF SUPPLIES – FIXED PRICE
52.246-4	AUG 1996	INSPECTION OF SERVICES – FIXED PRICE
52.246-6	MAY 2001	INSPECTION – TIME AND MATERIAL AND LABOR HOUR
52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None		

(END OF CLAUSE)

E.2 MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUG 2003)

(a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in triplicate, an original and 2 copies.

(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 OR PERFORMANCE

F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None		

(END OF CLAUSE)

F.2 PERIOD OF PERFORMANCE

(a) PHASE-IN PERIOD

The Phase-In Period shall be for two (2) months from the effective date of the contract award.

(b) BASE PERIOD

The performance period of the Base Period shall be ten (10) months after the last day of the Phase-In Period.

(c) OPTION PERIOD ONE

If exercised, the performance period of Option Period One shall be twelve (12) months after the last day of the Base Period.

(d) OPTION PERIOD TWO

If exercised, the performance period of Option Period Two shall be twelve (12) months after the last day of Option Period One.

(e) OPTION PERIOD THREE

If exercised, the performance period of Option Period Three shall be twelve (12) months after the last day of Option Period Two.

(f) OPTION PERIOD FOUR

If exercised, the performance period of Option Period Four shall be twelve (12) months after the last day of Option Period Three.

(END OF CLAUSE)

F.3 DELIVERY SCHEDULE

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

(b) Unless specified otherwise, all items shall be delivered to:

Ames Research Center
Contract "TBD"
Moffett Field, CA 94035-1000
Attn: Dirk C. Meier, Mail Stop 15-1/Keith M. Siuda, Mail Stop 158-1

(c) All reports and documentation shall be mailed in accordance with Paragraph F.4, Delivery of Reports.

(END OF CLAUSE)

F.4 DELIVERY OF REPORTS

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

(END OF CLAUSE)

F.5 PLACE OF PERFORMANCE

The Contractor shall perform the work under this contract at NASA Ames Research Center, and at such other locations as directed by the Contracting Officer.

(END OF CLAUSE)

F.6 RESERVED

[END OF SECTION]

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE:</u>	<u>TITLE:</u>
1852.245-74	JAN 2011	IDENTIFICATION AND MARKETING OF GOVERNMENT EQUIPMENT
1852.245-75	JAN 2011	PROPERTY MANAGEMENT CHANGES
1852.245-76	JAN 2011	LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR PART 52.245-1
1852.245-78	JAN 2011	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY
1852.245-82	JAN 2011	OCCUPANCY MANAGEMENT REQUIREMENTS

(END OF CLAUSE)

G.2 SUBMISSION OF INVOICES (ARC 52.232-90) (JUN 2008) (MODIFIED JAN 2012)

(a) Invoices shall be prepared and submitted to the designated billing and payment office noted below in accordance with FAR 52.232.25 Prompt Payment:

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

(b) Invoices shall include the Contractor's Taxpayer Identification Number (TIN). Electronic submission is preferred, via email NSSC-AccountsPayable@nasa.gov or fax 866-209-5415. A copy of the invoice shall be provided to the Contracting Officer.

(c) 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.

(d) This Contract does does not provide for partial payments. If applicable, payments will be made in accordance with the following schedule:

(1) Payment will be made for separately priced items which have been received and accepted by NASA, and upon receipt of a payable invoice submitted in accordance with this clause.

(END OF CLAUSE)

G.3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

(a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), 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 COR 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 COR.

(d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR 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 demonstrated 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 COR shall be at the Contractor's risk.

(END OF CLAUSE)

G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JAN 2011)

(a) The Government property demonstrated 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:

- (1) NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual;
- (2) NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements;
- (3) NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements;
- (4) Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

(b) The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the contractor shall be liable for property lost, damaged, destroyed or stolen by the contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

(c) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (1) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
- (2) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
- (3) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
- (4) Contractor use of Government property at an off-site location and off-site subcontractor use requires 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 (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.
- (5) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(d) The following property and services are provided if checked:

- Office space, work area space, and utilities. Government telephones are available for official purposes only.
- Office furniture.
- Property listed in Section J.1(a), Attachment 4.
- 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.
- 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.

Supplies from stores stock.

Publications and blank forms stocked by the installation.

Safety and Fire protection for Contractor personnel and facilities.

Installation service facilities: [Ames Research Center (ARC)].

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

Cafeteria privileges for Contractor employees during normal operating hours.

Building maintenance for facilities occupied by Contractor personnel.

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.5 FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS
(NFS1852.245-73) (JAN 2011)**

(a) The Contractor shall submit annually a NASA Form (NF) 1018, NASA Property in the Custody of Contractors, in accordance this clause, the instructions on the form and NFS subpart 1845.71, and any supplemental instructions for the current reporting period issued by NASA.

(b) Subcontractor use of NF 1018 is not required by this clause; however, the Contractor shall include data on property in the possession of subcontractors in the annual NF 1018.

(c) The Contractor shall mail the original signed NF 1018 directly to the cognizant NASA Center Deputy Chief Financial Officer, Finance, unless the Contractor uses the NF 1018 Electronic Submission System (NESS) for report preparation and submission.

(d) One copy shall be submitted (through the Department of Defense (DOD) Property Administrator if contract administration has been delegated to DOD) to the following address: The Contractor shall use the NASA Electronic Submission System (NESS) for report preparation and submission.

(f) The annual reporting period shall be from October 1 of each year through September 30 of the following year. The report shall be submitted in time to be received by October 15. The information contained in these reports is entered into the NASA accounting system to reflect current asset values for agency financial statement purposes. Therefore, it is essential that required reports be received no later than October 15. Some activity may be estimated for the month of September, if necessary, to ensure the NF 1018 is received when due. However, contractors' procedures must document the process for developing these estimates based on planned activity such as planned purchases or NASA Form 533 (NF 533 Contractor Financial Management Report) cost estimates. It should be supported and documented by historical experience or other corroborating evidence, and be retained in accordance with FAR Subpart 4.7, Contractor Records Retention. Contractors shall validate the reasonableness of the estimates and associated methodology by comparing them to the actual activity once that data is available, and adjust them accordingly. In addition, differences between the estimated cost and actual cost must be adjusted during the next reporting period. Contractors shall have formal policies and procedures, which address the validation of NF 1018 data, including data from subcontractors, and the identification and timely reporting of errors. The objective of this validation is to ensure that information reported is accurate and in compliance with the NASA FAR Supplement. If errors are discovered on NF 1018 after submission, the contractor shall contact the cognizant NASA Center Industrial Property Officer (IPO) within 30 days after discovery of the error to discuss corrective action.

(g) The Contracting Officer may, in NASA's interest, withhold payment until a reserve not exceeding \$25,000 or 5 percent of the amount of the contract, whichever is less, has been set aside, if the Contractor fails to submit annual NF 1018 reports in accordance with NFS subpart 1845.71 and any supplemental instructions for the current reporting period issued by NASA. Such reserve shall be withheld until the Contracting Officer has determined that NASA has received the required reports. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

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

(END OF CLAUSE)

G.6 PROPERTY MANAGEMENT CHANGES (NFS 1852.245-75) (JAN 2011)

(a) The Contractor shall submit any changes to standards and practices used for management and control of Government property under this contract to the assigned property administrator prior to making the change whenever the change —

(b) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;

- (1) Alters physical inventory timing or procedures;
- (2) Alters recordkeeping practices;
- (3) Alters practices for recording the transport or delivery of Government property; or
- (4) Alters practices for disposition of Government property.

(END OF CLAUSE)

[END OF SECTION]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (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):

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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	RESTRICTIONS ON PRINTING AND DUPLICATION
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.223-76	JUL 2003	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING
1852.225-70	FEB 2000	EXPORT LICENSES (Insert: NASA Ames Research Center)

(END OF CLAUSE)

H.2 TASK ORDER PROCEDURE (NFS 1852.216-80) (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) Functional description of the work identifying the objectives or results desired from the contemplated task order.
- (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
- (3) A request for a task plan from the Contractor to include the technical approach, period of performance, appropriate cost information, and any other information required to determine the reasonableness of the Contractor's proposal.

(c) Within 10 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task plan conforming to the request. The task plan will include a representation of any proposed delivery of any Limited Rights Data and Restricted Computer Software as required under FAR Part 52.227-15.

(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 demonstrated in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.

(END OF CLAUSE)

H.3 ARC 52.223-90 EMERGENCY PREPAREDNESS AND RESPONSE (SEP 2007) (MODIFIED JAN 2012)

- (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.4 ARC 52.223-91 DISASTER ASSISTANCE AND RESCUE TEAM (DART) PARTICIPATION (APR 2004) (MODIFIED JAN 2012)

(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 six functional groups. The groups are Search and Rescue, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, and Logistics. 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 Preparedness Program.

(END OF CLAUSE)

H.5 MANAGEMENT AND PROTECTION OF DATA (ARC 52.227-93) (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.6 HANDLING OF DATA (ARC 52.227-96) (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.

(1) 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.7 SUBCONTRACTING AND DATA RIGHTS (ARC 52.227-97) (NOV 2010) (ALTERNATE I)

(a) The Contractor shall 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 Rights Software into the alternate clauses II and III of FAR 52.227-14.

(END OF CLAUSE)

H.8 INFORMATION INCIDENTAL TO CONTRACT ADMINISTRATION (ARC 52.227-98) (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.9 SEVERANCE PAY (ARC 52.231-90) (OCT 2012)

In conjunction with FAR 31.205-6(g), the severance pay cost shall not exceed 40 hours pay for each year of employment per eligible employee on this contract, up to a maximum of 80 hours per eligible employee. In no event shall the Government reimburse the Contractor for severance cost for employees who voluntarily accept employment with the succeeding contractor within ninety (90) days after completion of the current contract.

(END OF CLAUSE)

H.10 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)

(a) Of the total price of items through TBD, the sum of \$ TBD 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 TBD.

(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.11 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (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.

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

Key Personnel (Name and Title)	Facilities (Name and Address)
_____	_____
_____	_____
_____	_____

(END OF CLAUSE)

H.12 OBSERVANCE OF LEGAL HOLIDAYS (NFS 1852.242-72) (AUG 1992) (ALT I) (AUG 2012) (ALT II) (OCT 2000)

- (a) The on-site Government personnel observe the following holidays:
 - New Year's Day
 - Labor Day
 - Martin Luther King, Jr.'s Birthday
 - Columbus Day
 - President's Day
 - Veterans Day
 - Memorial Day
 - Thanksgiving Day
 - Independence Day
 - Christmas Day

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

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

(c) On-site personnel assigned to this contract shall not be granted access to the installation during the holidays in paragraph (a) of the clause, except as follows: 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. If the Contractor's on-site personnel work during a holiday other than those in paragraph (a) of this clause, no form of holiday or other premium compensation shall be paid. Overtime work that would have been overtime regardless of the status of the day as a holiday should be built into the firm fixed price portion of the contract.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site, unless otherwise instructed by the Contracting Officer.

(e) When the NASA installation grants administrative leave to its Government employees (e.g., as a result of inclement weather, potentially hazardous conditions, or other special circumstances), Contractor personnel working on-site should also be dismissed. However, the contractor shall provide sufficient on-site personnel to perform round-the-clock requirements of critical work already in process, unless otherwise instructed by the Contracting Officer or authorized representative.

(f) Whenever administrative leave is granted to Contractor personnel pursuant to paragraph (e) of this clause, it shall be without loss to the Contractor. The cost of salaries and wages to the Contractor for the period of any such excused absence shall be paid under this contract for employees in accordance with the contractor's established accounting policy.

(END OF CLAUSE)

H.13 INCORPORATION OF THE CONTRACTOR'S PROPOSAL

The Contractor's Mission Suitability proposal, including revision(s), submitted in response to the solicitation entitled " NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)/AMES RESEARCH CENTER (ARC) PROTECTIVE SERVICES OFFICE (PSO) SUPPORT SERVICES CONTRACT " is hereby incorporated into the contract by reference.

(END OF CLAUSE)

H.14 ORGANIZATIONAL CONFLICTS OF INTEREST, AND LIMITATION ON FUTURE CONTRACTING

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

The Protective Services Office (PSO) (hereafter referred to as Code JP) at NASA Ames Research Center (ARC) provides fire and security services.

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

This Contract, as delineated in and governed by its Performance Work Statement (PWS), will provide fire and security support services including uniformed operations, infrastructure security, personnel security, international visit coordination, export control, visitor registration/pass processing, employee badging, dispatch, firefighting, fire prevention, aircraft rescue and firefighting, and emergency management and federal law enforcement and training to Code JP.

Contractor will be required to evaluate and assess vulnerabilities of certain security and fire protection-related systems and processes employed by NASA, its contractors, private entities or other government agencies to make recommendations for and potentially supply the requirements for future products and services. There is a potential that Contractor's objectivity may be impaired should it evaluate systems and processes of entities with which Contractor has a direct or indirect affiliation. There is also the potential that Contractor may have an unfair competitive advantage in procurements for goods and services that incorporate its recommendations or the requirements developed during the performance of this Contract.

Contractor will produce or receive access to Government Sensitive Data or third-party proprietary data. Contractor may have an unfair competitive advantage in future procurements because it has access to such Government Sensitive or third party proprietary data obtained during the performance of this Contract.

Contractor may be in a situation where contractor employees are required to make judgment calls or report incidents that could be contrary to their employer's (Contractor's) financial and contractual interests. In this case, the Contractor's interests may conflict with the employee's interests and professional responsibilities in performing the PWS requirements.

(c) To avoid, neutralize, or mitigate the potential Organizational Conflict of Interest, the following restrictions upon future contracting 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 or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this Contract.

(2) The Contractor shall not, during the performance of the Contract and for a period of three years following completion of performance thereof:

- (i) Design, develop, or produce technologies where it participated in accessing and evaluating vulnerabilities of systems and processes to improve products and services for the procurement of such technologies without adequate mitigation of conflict of interest situations (i.e. company firewall between two possibly conflicting organizations); or
- (ii) 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 Code JP's requirements.

(d) If, in the performance of work under this Contract, the Contractor has access to Government Sensitive Data or third-party proprietary data, the Contractor shall protect such data from unauthorized use or disclosure so long as it remains proprietary. In addition, the Contractor shall not be permitted to use such data other than in its performance of work under this Contract, unless:

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

(2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data. In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination restrictions imposed on such information. Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public; further, 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.

(e) (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 which 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.

(f) 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 the Directorate, 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 the support of the Directorate pursuant to this Contract.

(g) 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.

(h) 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 or 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.

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

(j) The Contractor's Organizational Conflicts of Interest Avoidance Plan is incorporated by full text into this Contract (see Section J, 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 conflicts of interest prior to authorization of that task order.

(k) The Contractor shall include paragraphs (a) through (j) 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.15 CONTRACTOR PURCHASING (ARC 52.230-90) (JAN 2012)

The contract (or task order) Statement of Work (PWS) 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 PWS. 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 ODCs). The Contracting Officer at the time of negotiation will make a determination as to the appropriateness of the ODCs 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).

(END OF CLAUSE)

H.16 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.17 LIMITATION OF FUNDING (TIME-AND-MATERIALS CONTRACT)

For purposes of payment of cost, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to the Time and Materials portion of this contract is TBD. This allotment is for [Insert applicable Time and Materials Task Order Number and Description] and covers the following estimated period of performance: TBD.

(END OF CLAUSE)

[END OF SECTION]