

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.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>
52.202-1	JAN 2012	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	OCT 2010	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	OCT 2010	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	APR 2010	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.203-14	DEC 2007	DISPLAY OF HOTLINE POSTER(S)
52.204-2	AUG 1996	SECURITY REQUIREMENTS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER
52.204-7	FEB 2012	CENTRAL CONTRACTOR REGISTRATION
52.204-10	FEB 2012	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
52.209-6	DEC 2010	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
52.215-2	OCT 2010	AUDIT AND RECORDS – NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT
52.215-11	AUG 2011	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS
52.215-13	OCT 2010	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-15	OCT 2010	PENSION ADJUSTMENTS AND ASSET REVERSIONS
52.215-18	JUL 2005	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS
52.215-21	OCT 2010	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS
52.216-6	OCT 1997	PRICE REDETERMINATION – RETROACTIVE
52.216-18	OCT 1995	ORDERING (<i>Insert</i> "DATE OF CONTRACT AWARD" through

		"CONTRACT BASE PERIOD" <i>in paragraph (a)</i>
52.216-19	OCT 1995	ORDER LIMITATIONS (<i>Insert "\$100K", "\$102M", "\$102M", "30 DAYS", and "5 DAYS" in paragraphs (a), (b)(1), (b)(2), (b)(3) and (d), respectively,</i>
52.216-22	OCT 1995	INDEFINITE QUANTITY (<i>Insert "1 YEAR FROM THE END DATE OF THE CONTRACT" in paragraph (d)</i>)
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES (<i>Insert "30 DAYS"</i>)
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT (<i>Insert "15 days" and "30 days" in paragraph (a). Insert "5 years" in paragraph (c.)</i>)
52.219-8	JAN 2011	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-28	APR 2009	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION
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 2010	EQUAL OPPORTUNITIES FOR VETERANS
52.222-36	OCT 2010	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	SEP 2010	EMPLOYMENT REPORTS VETERANS
52.222-40	DEC 2010	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT
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
52.222-54	JAN 2009	EMPLOYMENT ELIGIBILITY VERIFICATION
52.223-3	JAN 1997	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA – (ALT I) (JUL 1995)
52.223-5	MAY 2011	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (ALT I) (JUL 95)
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-15	DEC 2007	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS
52.223-18	AUG 2011	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING
52.223-19	MAY 2011	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS
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 (ALT I) (APR 1984)
52.227-14	DEC 2007	RIGHTS IN DATA-GENERAL (ALT II & ALT III) (AS MODIFIED BY NFS1852.227-14)
52.227-23	JUN 1987	RIGHTS TO PROPOSAL DATA (TECHNICAL) To Be Completed by Offeror: Page Numbers: _____ Proposal Date: _____
52.228-7	MAR 1996	INSURANCE-LIABILITY TO THIRD PERSONS
52.230-2	OCT 2010	COST ACCOUNTING STANDARDS
52.230-6	JUN 2010	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-9	APR 1984	LIMITATION ON WITHHOLDING OF PAYMENTS
52.232-17	OCT 2010	INTEREST
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-19	APR 1984	AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR (<i>Insert "See Contract Clauses H.10 and H.17." in both blanks</i>)

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	DEC 1991	DISPUTES (ALT I) (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALT I) (JUN 1985)
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
52.239-1	AUG 1996	PRIVACY OR SECURITY SAFEGUARDS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1987	CHANGES-FIXED PRICE (ALT II) (APR 1984)
52.244-2	OCT 2010	SUBCONTRACTS (<i>Insert: "TBD" in paragraphs (d) and (j)</i>)
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.244-6	DEC 2010	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.245-1	AUG 2010	GOVERNMENT PROPERTY
52.245-9	AUG 2010	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)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.251-1	AUG 2010	GOVERNMENT SUPPLY SOURCES
52.253-1	JAN 1991	COMPUTER GENERATED FORM/S

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
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 WORKPLACE
1852.227-14	---	RIGHTS IN DATA--GENERAL
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 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9)
(JAN 2011)**

(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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

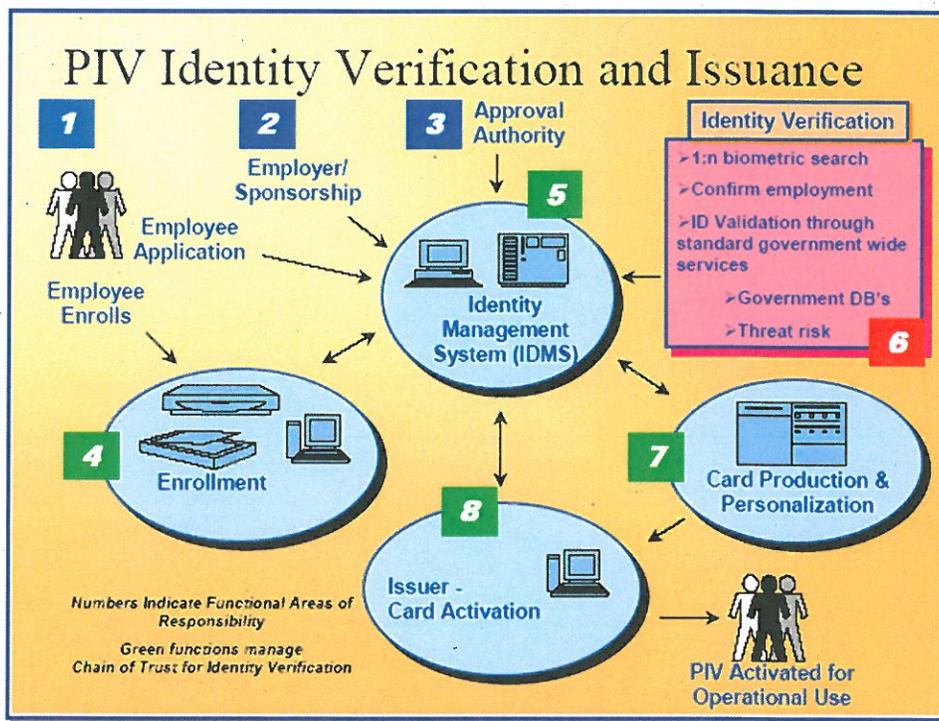


Figure A-1, FIPS 201, Appendix A

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 Federal 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 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 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) (SEPT 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 Facility Top Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Section J.1(a), Attachment 9.

(END OF CLAUSE)

I.4 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (NFS 1852.204-76) (JAN 2011)

(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 sub-contractors 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: <http://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. Unlike the IT security plan, which addresses the IT system, the IT Security Management Plan addresses how the contractor will manage personnel and processes associated with IT Security on the instant contract.

(4) IT Security Plan--this is a FISMA requirement; see the ADL for applicable requirements. The IT Security Plan is specific to the IT System and not the contract. Within 30 days after award, the contractor shall develop and deliver an IT Security Management Plan to the Contracting Officer; the 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 Web site 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. Parts of the clause and referenced ADL may be waived by the contracting officer, if the contractor's ongoing IT security program meets or exceeds the requirements of NASA Procedural Requirements (NPR) 2810.1 in effect at time of award. The current version of NPR 2810.1 is referenced in the ADL. The contractor shall submit a written waiver request to the Contracting Officer within 30 days of award. The waiver request will be reviewed by the Center IT Security Manager. If approved, the Contractor Officer will notify the contractor, by contract modification, which parts of the clause or provisions of the ADL are waived.

(f) 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.5 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart [42.15](#);

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite [52.209-9](#) and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(END OF CLAUSE)

I.6 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR [15.408\(k\)](#).

(END OF CLAUSE)

I.7 OMBUDSMAN (NFS 1852.215-84) (NOV 2011) (ALT I) (JUN 2000)

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from Offerors, potential Offerors, and contractors during the pre-award and post-award 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, whose name, address, telephone number, facsimile number, and e-mail address may be found at: http://prod.nais.nasa.gov/pub/pub_library/Omb.html. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman identified at the above URL. 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.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(END OF CLAUSE)

I.8 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

(a) 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*

NASA Standard Labor Categories	Grade:	Hourly Rate:
Administrative Staff	GS-05	\$17.76
Communication/Dispatch Officer	GS-04	\$15.88
Electronic Security Technician	GS-06	\$19.80
Emergency Management Specialist	GS-11	\$32.56
Employee Badging Official	GS-05	\$17.76
Firefighter/Driver	GS-08	\$24.37
Firefighter/Captain	GS-10	\$29.64
Fire Prevention Official	GS-12	\$39.03
Fire Officer	GS-09	\$26.92
Information Assurance Specialist	GS-11	\$32.56
International Visit Specialist	GS-08	\$24.37
Locksmith	WG-9	\$25.82
Consultant (Subject-Matter Expert (SME))	GS-11	\$32.56
Personnel Security Specialist	GS-09	\$26.92
Physical Security Specialist	GS-09	\$26.92
Program Manager	GS-12	\$39.03
Program Security Specialist	GS-09	\$26.92
Security Officer (SO) *	GS-05	\$17.76
Security Police Officer (SPO) *	GS-06	\$19.80
Security Police Officer – Watch Commander	GS-08	\$24.37
Training Specialist	GS-08	\$24.37
Visitor Registration Specialist	GS-07	\$22.00

* This is official NASA nomenclature for contractor armed security personnel performing duties requiring temporary detention of suspects or to support contingency operations or performing duties with Federal arrest authority.

(b) Costs to the government for employee fringe benefits are estimated at an average of 28.05% of salary for all permanent employees as follows:

<u>FERS Fringe Benefit</u>	<u>Percent of Salary</u>
Federal Employees Retirement System (FERS)*	11.2%
Thrift Savings Plan (TSP)	4.5%
Social Security (FICA)	6.2%
Medicare	1.45%
Employee Life Insurance (FGLI)	0.1%
Employee Health Insurance (FEHB)	4.6%
Total FERS Benefit %	28.05%

(c) *Cost to the government for CSRS retirement employees is 7%. There are no TSP or FICA costs included in CSRS benefits. Total cost for CSRS employees is 14.1%. 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

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

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

(END OF CLAUSE)

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (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 CHAPTER 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(END OF CLAUSE)

I.10 RESTRICTION ON FUNDING ACTIVITY WITH CHINA (1852.225-71) (FEB 2012)

(a) Definition - "China" or "Chinese-owned company" means the People's Republic of China, any company owned by the People's Republic of China or any company incorporated under the laws of the People's Republic of China.

(b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the contractor anticipates making an award to China or Chinese-owned companies, the contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.

(d) Subcontracts - The contractor shall include the substance of this clause in all subcontracts made hereunder.

(END OF CLAUSE)

I.11 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) (AUG 2012) (DEVIATION)

The contracting officer shall insert the following clause in all solicitations and resultant contracts.

PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(END OF CLAUSE)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS (ARC 52.211-90) (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 Number	Title	Date	No. of Pages
1	National Aeronautics and Space Administration (NASA)/Ames Research Center (ARC) Protective Services Office (PSO) Support Services Contract Performance Work Statement (PWS)	08/28/2012	89
2	Dept. of Labor Wage Determination CBA-2012-4839, Rev. 0; CBA-2010-4050, Rev. 0 and CBA-2007-1517, Rev. 1	07/02/2012	97
3	Contract Data Requirements List	07/03/2012	21
4	Installation-Accountable Government Property List	06/25/2012	73
5	Contractor's IT Security Plan*	TBD	TBD
6	Contractor's Safety and Health Plan*	TBD	25
7	Organizational Conflicts of Interest Avoidance Plan	TBD	TBD
8	Pricing Template Workbook*	06/26/2012	33
9	Department of Defense Contract Security Classification Specification (DD Form 254)*	03/02/2012	2
10	Table of Cumulative Task Order Values*	TBD	TBD

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

(b) The following documents, exhibits, and attachments with exception of Attachment 3 are included only in the solicitation.

Attachment Number	Title	Date	No. of Pages
1	Standard Labor Categories (See Appendix A, PWS, for more information)	07/05/2012	N/A
2	Proposal Cover Sheet (JA 038) - Exhibit 1 (First Page of RFP)	07/31/2012	1
3	Pricing Template Workbook - Exhibits 2 - 18	See J.1(a)(8)	N/A
4	Sample Requirements	N/A	N/A
(a)	Core Program Management Requirements	06/28/2012	4
(b)	Sample Task Order – Uniformed Operations	06/29/2012	4
(c)	Sample Task Order – Infrastructure Security	06/28/2012	4
(d)	Sample Task Order – PSO Support - Employee/Visitor Processing	06/28/2012	4
(e)	Sample Task Order–PSO Support Emergency Management (EM)	06/28/2012	4
(f)	Core Fire Services Requirements	06/28/2012	4
5	Contract Facilities Capital Cost of Money (DD Form 1861)	N/A	1
6	Cover Letter and Past Performance Questionnaire	07/06/2012	8

(END OF CLAUSE)

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (FEB 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **561612**.

(2) The small business size standard is **\$18.5M**.

(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 \$150,000.

(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) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) [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.

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

(ix) [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.

(x) [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.

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

(xii) [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.

(xiii) [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.

(xiv) [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.

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

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

(xvii) [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.

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

(xix) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) [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:

___ (i) [52.219-22](#), Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

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

___ (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

___ (vi) [52.227-6](#), Royalty Information.

- ___ (A) Basic.
- ___ (B) Alternate I.

___ (vii) [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 accessed through <https://www.acquisition.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)

K.2 INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-7) (JAN 2011)

(a) Definitions. As used in this provision—

(1) “Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

(2) “Federal” contracts and grants with total value greater than \$10,000,000” means—

- (i) The total value of all current, active contracts and grants, including all priced options; and
- (ii) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(3) “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror has does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(d) In a criminal proceeding, a conviction.

(1) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(2) In an administrative proceeding, a finding of fault and liability that results in—

(i) The payment of a monetary fine or penalty of \$5,000 or more; or

(ii) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(e) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(f) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(g) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(END OF PROVISION)

K.3 REPRESENTATION BY OFFERORS THAT THEY ARE NOT THE ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) OR A SUBSIDIARY OF ACORN (NFS 1852.209-73) (DEVIATION FEB 2012)

(a) In accordance with section 534 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.

(b) The offeror represents, by submission of its offer, that it is not the Association of Community Organizations for Reform Now (ACORN) or a subsidiary thereof.

(END OF PROVISION)

K.4 CERTIFICATION BY OFFERORS REGARDING FEDERAL INCOME TAX FILING AND FEDERAL INCOME TAX VIOLATIONS (NFS 1852.209-74) (DEVIATION FEB 2012)

(a) In accordance with section 527 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55) none of the funds made available by the Act may be used to enter into a contract in an amount greater than \$5 Million unless the prospective contractor certifies in writing to NASA that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(b) The offeror's proposal shall include a signed written certification as follows –

To the best of my knowledge and belief, ---(name of offeror)--- has filed the Federal tax returns required during the three years preceding this certification, has not been convicted of a criminal offense under the Internal revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

Firm _____

Signature _____

Name _____

Title _____

Date of execution _____

(END OF PROVISION)

K.5 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (NFS 1852.209-75) (DEVIATION FEB 2012)

(a) In accordance with sections 544 and 543 of The Consolidated and Further Continuing Appropriation Act of 2012 (Pub. L.112-55), none of the funds made available by that Act may be used to enter into a contract with any corporation that-

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government; or
- (2) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that –

- (1) It is [] is not [] a corporation that has had any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It is [] is not [] a corporation that was convicted, or had an officer or agent acting on behalf of the corporation convicted, of a felony criminal violation under a Federal law within the preceding 24 months.

(END OF PROVISION)

K.6 RESTRICTION ON FUNDING ACTIVITY WITH CHINA—REPRESENTATION (NFS 1852.225-72) (FEB 2012)

(a) **Definition:** - “China” or “Chinese-owned” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.

(b) **Public Laws 112-10, Section 1340(a) and 112-55, Section 536.** These laws restrict NASA from contracting to participate, collaborate, or coordinate bilaterally in any way with China or a Chinese-owned company with funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are excepted from the prohibition as they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

(c) **Representation.** By submission of its offer, the offeror represents that the offeror is not China or a Chinese-owned company.

(END OF PROVISION)

K.7 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract. If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement—Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror’s proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

[Empty box for Date of Disclosure Statement]

Name and Address of Cognizant ACO or Federal Official Where Filed:

[Empty box for Name and Address of Cognizant ACO or Federal Official Where Filed]

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The Offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

[Empty box for Date of Disclosure Statement]

Name and Address of Cognizant ACO or Federal Official Where Filed:

[Empty box for Name and Address of Cognizant ACO or Federal Official Where Filed]

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals

submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes No

(END OF PROVISION)

K.8 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (FAR 52.230-7) (APR 2005)

The Offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the Offeror checked "Yes" above, the Offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(END OF PROVISION)

[END OF SECTION]

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.211-14	APR 2008	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (Insert "C-9 rated order" in blank)
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES
52.232-38	MAY 1999	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER
52.237-1	APR 1984	SITE VISIT
52.237-10	OCT 1997	IDENTIFICATION OF UNCOMPENSATED OVERTIME

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>PROVISION NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.223-73	NOV 2004	SAFETY AND HEALTH PLAN
1852.231-71	MAR 1994	DETERMINATION OF COMPENSATION REASONABLENESS
1852.233-70	OCT 2002	PROTESTS TO NASA

(END OF PROVISION)

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

The Government contemplates 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 resulting from this solicitation.

(END OF PROVISION)

L.3 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer at NASA Ames Research Center by obtaining written and dated acknowledgment of receipt from:

Kenneth Kitahara
 NASA Ames Research Center
 Mail Stop 241-1
 Moffett Field, CA 94035-1000

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

(a) A pre-proposal/pre-bid conference was held as indicated below:

- (1) Date/Time: Tuesday, February 28 2012/8:00 am – 3:00 pm
 - (i) Location: Building 3, Moffett Field, CA.
- (2) Scheduled Events:
 - (i) Welcome and Introduction to NASA/PSO Personnel (8:00 am)
 - (ii) ARC Overview (8:10 am – 8:30 am)
 - (iii) Overview of ARC Protective Services (8:30 am – 10:00 am)
 - (iv) Windshield Tour (10:00 am – 11:30 am)
 - (v) Lunch (11:30 am – 1:00 pm)
 - (vi) Pre-Proposal Meetings (1:00 pm – 3:00 pm)
- (3) Date/Time: Wednesday, February 29, 2012/9:00 am – 3:00 pm
 - (i) Location: Building 3, Moffett Field, CA
- (4) Scheduled Events:
 - (i) Pre-Proposal Meetings (9:00 am – 3:00 pm)

(b) Attendance at the pre-proposal/pre-bid conference was recommended; however, attendance was neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation.

(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 including 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. 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	Number of Copies		
	Original	Additional	Electronic
Cover Letter Contact Information	1	1	2

Teaming Arrangements Standard Form (SF) 33 Section B Section H Standard Form (SF) 3881 Section K			
Volume I - Mission Suitability Proposal Subfactors (format) A. Management Approach B. Technical Approach	1	6	2
Volume II - Past Performance Proposal	1	6	2
Volume III - Price Proposal	1	6	2

(1) 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
- If applicable, include a complete description of any proposed teaming arrangements as discussed above at L.5(b)
- A statement that the proposal is firm for a period of not fewer than 180 days.
- A completed Standard Form 33 (SF 33) signed by an official authorized to contractually bind the Offeror and include written acknowledgement of any solicitation amendments
- A completed response to Section B, Clause B.2 Firm Fixed Price (NFS 1852.216-78) (DEC 1988)
- A completed response to Section H, Clause H.4 – NFS 1852.235-71, “Key Personnel and Facilities”
- A completed response to Section I.1.I, FAR Clause I.8, Rights to Proposal Data (Technical) (FAR 52.227-23) (JUN 1987), incorporated by reference.
- A completed response to Section K, “Representations, Certifications and Other Statements of Offerors”
- A statement of acceptance of the anticipated contract provisions and proposed schedule, or specific exceptions taken to the Performance Work Statement (PWS) or any of the terms and conditions
- List the date of the most recent reviews of your management system(s) (e.g., purchasing, accounting, property, estimating). Provide documentation of approved management systems (copies of DCAA or DCMA letters). 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.

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

(3) 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."

(4) Two (2) electronic copies each of Mission Suitability, Past Performance, and Cost/Price volumes 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.1(a), Attachment 8 and Section J.1(b), Attachment 3 are required to be saved and submitted in their Excel (.xls) format, not in PDF. Two electronic copies of the Cover Letter will be included with the electronic version of Volume I. 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 table of contents of the USB stick.) In the event of any inconsistency between data provided on electronic media and proposal hard copies, the original hard copy proposal will be considered to be the intended version. Note: If a CD is provided, labeling the CD case 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.

(5) 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."

(6) **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."

(7) **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 technical and management information shall be included in the Mission Suitability Proposal. No cost/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 Board (SEB) 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 Volume I. The proposal must specifically address each listed evaluation subfactor.

The Mission Suitability proposal shall contain a risk analysis that identifies risk areas as well as the Offeror's recommended approaches to minimize the impact of those risks on the overall success of the requirements.

(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) Cost/Price Proposal (Volume III). Cost/Price proposals must contain sufficient pricing information to support negotiation of the contract type noted in this Section L, paragraph L.3, 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 Limit
Cover Letter	No limit
Volume I — Mission Suitability Proposal	75
A. Management Approach (Subfactor)	No Limit ¹ No Limit ¹ 25 ²
1. Organizational Structure and Approach	
2. Staffing, Recruitment, Retention and Training	
3. Total Compensation Plan	
4. Organizational Conflicts of Interest Avoidance Plan	
5. Safety and Health Plan	
B. Technical Approach (Subfactor)	
1. Overall Understanding, Technical Capabilities and Approach(es)	20 ⁴
2. Phase-In Plan Approach	
3. Key Personnel ³	
Volume II — Past Performance Proposal	No limit
Volume III — Cost/Price Proposal	No limit

1. The Total Compensation Plan and Organizational Conflicts of Interest Avoidance Plan are not included in the 75 page limit for the Mission Suitability Proposal.
2. The Safety and Health Plan is not included in the 75 page limit for the Mission Suitability Proposal.
3. In the Key Personnel response, commitment letters are limited to 1 page per individual; resumes are limited to 3 pages total per individual; and position descriptions are limited to 2 pages per individual.
4. This limit does not apply to past performance questionnaire responses.

(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 Arial font text with a size not smaller than 12 point. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the demonstrated standard 8 1/2" x 11" size may also be used. Diagrams, charts, tables, and photographs shall contain Arial font text in a size no smaller than 11 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. The Safety and Health Plan is limited to 25 pages, and the Total Compensation Plan, the Organizational Conflict of Interest Avoidance Plan and the Safety and Health Plan are not included in the 75 page limitation for Volume I, Mission Suitability Proposal.

The commitment letter(s) and resume(s) for key personnel are not counted as part of the page limitation under Management Approach. However, commitment letters shall be limited to one page per individual, resume(s) are limited to 3 pages total per individual; and position descriptions are limited to 2 pages total per individual.

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

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

(END OF PROVISION)

L.7 PROPOSAL PREPARATION--SPECIFIC INSTRUCTIONS

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

- Mission Suitability (Volume I)
- Past Performance (Volume II)
- Cost/Price (Volume III).

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. (See the weighting for the factors and subfactors in Section M.3). It should be noted that merely restating the various areas of the PWS will not be interpreted as demonstrating understanding of the requirement. Additionally, paraphrasing or stating that the Offeror understands and will comply with the requirements described in the PWS or statements such as "standard procedures will be employed" or "well known techniques will be used" will not be interpreted as demonstrating understanding or a sufficient level of awareness of the requirement to be considered an effective response to the solicitation.

(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.

(1) Offerors must not assume that the evaluation team is aware of their company abilities, capabilities, plans, facilities, organization or any other pertinent fact that is important to the accomplishment of the work.

(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. The proposal must specifically address each listed evaluation subfactor. Offerors shall identify and discuss risk factors and issues throughout the proposal where they are relevant, and describe their approach to managing these risks.

(3) If the SEB determines that a proposal does not adequately demonstrate that the Offeror will be able to perform the work with the resources proposed, the SEB may determine this to be a mission suitability weakness, adversely affecting the Offeror's Mission Suitability scores, if appropriate.

The Mission Suitability Proposal shall address the following subfactors:

Para.	Subfactor Title	Elements	
A	Management Approach	1	Organizational Structure and Approach
		2	Staffing, Recruitment, Retention and Training
		3	Organizational Conflicts of Interest Avoidance Plan
		4	Total Compensation Plan
		5	Safety and Health Plan
B	Technical Approach	1	Overall Understanding, Technical Capabilities and Approach(es)
		2	Phase-In Plan Approach
		3	Key Personnel

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

A. Management Approach (Subfactor). The Offeror shall demonstrate its understanding of the management and business approaches to coordinate, perform, integrate, control, and accomplish the PWS requirements. 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 performing the requirements of the PWS (Core and IDIQ), including rationale for the following:

- Proposed management structure, including clear lines of authority and communications to perform the requirements of the PWS. Describe and diagram the structural connections or associations of the entities responsible for this work with any corporate or division organizations and any subcontractor(s).
- Authority and responsibility vested in key personnel and their access to corporate or company resources to support the contract through all phases.
- Proposed subcontracting arrangements, if any, and the effectiveness of your proposed approach for managing these arrangements to assure that the government receives a quality product or service.
- Proposed corporate policies and procedures relating to the requirement.
- Approach to performing the requirements of the PWS under a firm fixed price contract and ensuring quality performance.
- Identification of management risk areas and recommended approaches to minimize the probability and impact of those risks.

(2) **Staffing, Recruitment, Retention and Training.** The Offeror shall describe its staffing, recruitment, retention and training approach including rationale for the following:

- Approach to providing the staffing (skill mix) necessary to perform requirements.
- Approach for responding to changing skill sets requirements.
- Methods and procedures for acquiring highly specialized personnel (e.g., ERT, K-9) for specific projects that may have a defined period of performance of less than one year.
- Any difficulties anticipated in fulfilling the staffing requirements of this contract and the plans to overcome those difficulties.
- Recruitment plans, methods, sources of personnel, employee retention rate and employee retention plans. Address plans for internal training, mentoring, and career development.

- Other policies and incentives aimed at contributing to employee retention, morale, productivity, growth and development.
- Management approach to, and responsibilities for, setting employee performance standards, for maintaining performance at those standards, including methods for recognizing outstanding performance and processes for dealing with underperforming employees.
- Staffing risk areas and recommended approaches to minimize the probability and impact of those risks.

(3) **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.14 (*Organizational Conflicts of Interest and Limitation on Future Contracting*) 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 above contract requirements.

(4) **Total Compensation Plan.** The Offeror shall provide a Total Compensation Plan (TCP) for all personnel proposed, in accordance with NFS provision 1852.231-71, "Determination of Compensation Reasonableness," and FAR provision 52.222-46, "Evaluation of Compensation for Professional Employees." Note, the Offeror shall require all service subcontractor(s) (1) with proposed cost reimbursement or non-competitive fixed-price type subcontracts having a total potential value in excess of \$500,000 and (2) the cumulative value of all their service subcontracts under the proposed prime contract in excess of 10 percent of the prime contract's total potential value, provide, as part of their proposals, the information identified in (a) through (c) of NFS provision 1852.231-71. The required professional compensation plan must:

- Identify the categories of personnel that are in a bona fide executive, administrative or professional capacity as defined by FAR 22.1102 and 29 CFR 541.
- Identify salary ranges and fringe benefits proposed for employees – including an itemization of the benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of the benefit – and how they relate to the local employment market. Provide two charts: (1) containing the average of fringe benefit information for all the exempt labor categories; and (2) containing the average of fringe benefit information for all the non-exempt labor categories with references to where they are located in the Cost/Price Proposal. Address differences in coverage between various employees (i.e., security, fire, dispatchers, locksmiths, non-exempt, and exempt).
- Describe the impact that the proposed compensation will have on recruiting and retaining professional employees (as defined in 29 CFR 541).
- Discuss employee compensation regarding: vacations, severance pay, holidays, overtime and shift differentials, sick leave, California Family Leave Act, bonus plans, life insurance, medical/dental/ vision insurance, uncompensated overtime, pension contributions, employee incentives, education/ training, moving expenses, and compensatory time. Identify benefits that require employee contributions and the amount of that contribution as a percentage of the total cost of each benefit.
- Demonstrated commitment for compliance with the Service Contract Act and all wage determinations
- If uncompensated overtime is proposed, give rationale and identify hours of

- uncompensated overtime proposed by labor category.
 - Each benefit proposed which would reasonably incur cost shall be identified and costed in Volume III. Identify the cost element in which the benefit will be charged (e.g., direct labor cost, G&A, Overhead, or Fee).
- (5) **Safety and Health Plan.** The Offeror shall provide a detailed safety and health plan. Safety items to be covered in the plan can be found in NPR 8715.3C and APR 1700.1, including those items listed below:

- Statement of the policy and program goals concerning safety and health.
- Safety and health program management structure. The plan shall clearly define safety assignments and specific safety roles to individuals by name and title.
- Safety management program elements. The plan shall cover techniques for achieving program goals and shall include:
 - i) 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 as well as methods and techniques the Offeror will use to systematically identify the hazards within the workplace for the duration of the contract.
 - ii) Means for ensuring that every employee understands how to recognize hazards and how to avoid having mishaps.
 - iii) Procedures for certification of personnel performing potentially hazardous operations. Identify certifications and corresponding training requirements and/or physical conditions that are required to perform work.
 - iv) Controls over the procurement, storage, issuance, and use of hazardous substances and procedures for management of hazardous waste.
 - v) Controls for special hazardous materials and processes such as lasers, explosives, biohazards, power-actuated hand tools, high-pressure devices, storage and handling of ammunition, etc.
 - vi) Method of making sure that emergency plans and procedures are current and sufficient.
 - vii) Method for reporting and investigating accidents and incidents (mishaps).
- Approach to supporting the Government in meeting safety goals.

B. Technical Approach (Subfactor). The Offeror shall demonstrate its understanding of the requirements of the PWS and its Technical Approach to coordinate, perform, integrate, control and accomplish those requirements from Phase-In (Section 1.2) through contract performance (Sections 2.0 – 8.0). The Offeror's proposal shall contain the information requested below and be organized in a similar outline:

- (1) **Overall Understanding, Technical Capabilities and Approach(es).** Offerors shall submit a Task Plan for each of the items listed below ((a) through (f)) and address each item in accordance with the PWS:
- (a) Core Task Requirement – Program Management (PWS Section 2.0).
 - (b) Sample Task Order – Uniformed Operations (PWS Section 3.0).
 - (c) Sample Task Order – Infrastructure Security (PWS Section 4.0).
 - (d) Sample Task Order – Employee/Visitor Badging (PWS Section 5.0)
 - (e) Sample Task Order – Emergency Management (EM) (PWS Section 7.0).
 - (f) Core Task Requirement – Fire Services (PWS Section 8.0).