SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

PAGE 1 OF 40

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NNS15530603R

6. SOLICITATION ISSUE DATE: 12/03/2014

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: LEANNE OLSON
b. TELEPHONE NUMBER (No collect calls): 228 688-1671

8. OFFER DUE DATE/LOCAL TIME: 01/05/2015 1630 CT

9. ISSUED BY CODE SSC

NASA/Stennis Space Center
Office of Procurement
Building 1100 Room 251H
Stennis Space Center MS 39529-6000

10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
☐ EDWOSB
☒ 8(A)

NAICS:

SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☒ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: DO-C9

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE SSC

NASA/John C. Stennis Space Center
Stennis Space Center MS 39529-6000

16. ADMINISTERED BY CODE SSC

NASA/Stennis Space Center
Office of Procurement
Building 1100 Room 251H
Stennis Space Center MS 39529-6000

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Phase-in Activities: Contractor shall complete all phase-in activities as required in the Contractors phase-in plan. A separate purchase order will be issued for all phase-in activities.				
002	Core Laboratory Services for John C. Stennis Space Center, MS (SSC) and Michoud Assembly Continued ...				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.
☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

☐ 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*

30b. NAME AND TITLE OF SIGNER *(Type or print)*

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Gerald Norris

31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Facility, LA (MAF) . POP May 1, 2015 - September 30, 2016. This amount includes costs for indirect travel as specified in the RFP.				
003	Indefinite Delivery Indefinite Quantity (IDIQ) Task Orders for laboratory services for other Government Agencies, and/or Contractors Located at SSC and MAF. The Not to Exceed (NTE) amount for this line item shall be 30% of the amount for CLIN 002. This CLIN is an estimated level of effort and is not guaranteed. POP May 1, 2015 - September 30, 2016.				
004	Option I: Core Laboratory Services for SSC and MAF. POP October 1, 2016 - September 30, 2017. This amount includes costs for indirect travel as specified in the RFP.				
005	Option I: IDIQ Task Orders for laboratory services for other Government Agencies, and/or Contractors located at SSC and MAF. The NTE amount for this line item shall be 30% of the amount for CLIN 004. This CLIN is an estimated level of effort and is not guaranteed. POP October 1, 2016 - September 30, 2017.				
006	Option II: Core Laboratory Services for SSC and MAF. POP October 1, 2017 - September 30, 2018. This amount includes costs for indirect travel as				

Continued ...

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	specified in the RFP.				
007	Option II: IDIQ Task Orders for laboratory services for other Government Agencies, and/or Contractors located at SSC and MAF. The NTE amount for this line item shall be 30% of the amount for CLIN 006. This CLIN is an estimated level of effort and is not guaranteed. POP October 1, 2017 - September 30, 2018.				
008	Option III: Core Laboratory Services for SSC and MAF. POP October 1, 2018 - April 30, 2020. This amount includes costs for indirect travel as specified in the RFP.				
009	Option III: IDIQ Task Orders for laboratory services for other Government Agencies, and/or Contractors located at SSC and MAF. The NTE amount for this line item shall be 30% of the amount for CLIN 008. This CLIN is an estimated level of effort and is not guaranteed. POP October 1, 2018 - April 30, 2020.				

1-3
SUPPLIES AND/OR SERVICES TO BE FURNISHED

The Contractor shall provide all required services and resources (except as may be expressly stated in this contract as furnished by the Government) necessary to provide laboratory services for the John C. Stennis Space Center, MS (SSC); the Michoud Assembly Facility, LA (MAF); and Resident Agencies and Tenants at SSC and MAF in accordance with the Performance Work Statement (PWS), Attachment 1, and all other requirements as specified throughout the contract.

PHASE-IN AND PHASE OUT

(a) Contractor phase-in:

(1) The services provided by this contract are vital to the Government's overall NASA mission; continuity must be maintained at a consistent high level without interruption. The Contractor shall conduct an orderly phase-in prior to assumption of operational responsibility and shall meet full performance requirements from the start date of the base contract period.

(2) Phase-in commences on the effective date of contract award and ends on April 30, 2015. Temporary office space and telephone will be provided by the Government during phase-in period. During this time, the Contractor shall not be responsible for performance of the effort described in the PWS. It is understood that during phase-in, the predecessor contractors will be performing the work described in the PWS. The Contractor shall accomplish Phase-In in accordance with its proposed Phase-In Plan, Attachment 11. Phase-in activities will be performed under a separate purchase order.

(3) On May 1, 2015, the Contractor shall assume full operational responsibility for the effort described in the PWS.

(4) During phase-in the Contractor shall:

(i) Participate in meetings with the predecessor contractors to identify and discuss problems or areas requiring attention during the phase-in period; and

(ii) Perform all activities necessary to ensure effective transfer of all efforts from the predecessor Contractor and ensure readiness to assume full contract performance.

(b) Contractor phase-out:

(1) Prior to contract completion, a successor Contractor may be selected to perform the work requirements covered in the PWS. The incumbent Contractor shall conduct an orderly phase-out of contract activities prior to completion of this contract and assumption of responsibility for the effort described in the PWS by the successor Contractor. The Contractor shall remain responsible for the effort covered by the PWS during phase-out activities.

(2) Upon written notice by the Contracting Officer, the Contractor shall conduct phase-out activities for up to 90 calendar days in accordance with FAR Clause 52.237-3, Continuity of Service.

NASA CORE WORK DESCRIPTION (CLINs 002, 004, 006, and 008)

Core work includes laboratory requirements for NASA organizations initiated at SSC and MAF. Laboratory Core services include all work identified in the PWS. The Core requirement shall include the administration resources necessary to implement the Indefinite Delivery Indefinite Quantity (IDIQ) requirements in accordance with the Task Ordering Procedures (Addendum to FAR 52.212-4, Para L and NFS 1852.216-80) and indirect travel (Addendum to FAR 52.212-4, Para A). All work under the Core CLINs are covered by the fixed monthly amount.

Any additional material, supplies, equipment not identified as Government-furnished shall be the responsibility of the contractor. Responsibility for Government-furnished "As-Is" equipment is detailed FAR 52.245-2. All work covered by the PWS shall be completed by the contractor using onsite Government provided equipment and facilities. Exceptions to this requirement include calibration standards that must go to a primary laboratory such as National Institute of Standards and Technology (NIST) and historical off-site repairs. Any other exception shall be presented to the Contracting Officer Representative (COR) with justification for approval. Historical materials and off-site repairs are identified in the PWS Attachment 1, Appendix B & E; these lists may or may not be all inclusive. The contractor is responsible for all materials and off-site repairs needed to perform all services in accordance with the PWS.

The contractor shall coordinate all Material Safety Data Sheets (MSDS) with the NASA's Facility Service Contractor. On the first day of the contract the contractor will be provided the current stockpile of materials; these materials would have been inventoried and the contractor is required to return the same level and types of materials back to the Government at contract expiration or termination (see DR MA02). The contractor <u>is not</u> required to provide replacement parts/repair parts for the Government furnished computer equipment, key boards, computer batteries etc. The contractor <u>is</u> responsible for incidentals i.e. paper, toner etc. Computer related items and repairs for <u>non</u> "As-Is" Government furnished property (identified in Attachment 3, List 1) will be provided via the Material Request (MR) system.

The MR system is an electronic method authorized for use by the contractor to order replacement parts, supplies, and materials required to maintain or repair <u>non</u> "As-Is" GFE identified in Attachment 3, List 1. In coordination with the COR, the requestor (lab Contractor) is responsible to locate and determine specifications of the materials or services requested, and complete SSC form 21D for approval and processing.

IDIQ WORK DESCRIPTION (CLINS 003, 005, 007, AND 009)

This work covers the laboratory requirement for other Government Agencies, and/or Contractors located at SSC and MAF.

The Government may order IDIQ services at any time after contract start in accordance with Task Order procedures set forth in Addendum to FAR 52.212-4, Para. L and Clause 52.216-19. In performing these services the Contractor shall provide all necessary labor, material, travel, and other direct cost (ODC) as delineated in the individual task order. The contractor shall utilize the loaded labor rates in Attachment 6-2, in establishing the total cost/price for each task order, unless otherwise approved by the Contracting Officer. **Loaded labor rate** is defined as the direct hourly rate along with appropriate load factors such as overhead, fringe, and general & administrative (G&A) costs inclusive of profit.

CLIN 003, 005, 007, & 009 IDIQ Work NTE 30% of CLIN 002, 004, 006 & 008 Price

- Task orders shall establish the level of effort (labor hours) multiplied by the appropriate loaded labor rate prescribed in the Pricing Schedule, Attachment 6-2.

- The Contractor may use any combination of hours of labor categories listed in the Pricing schedule, Attachment 6-2 in any single task order, if necessary, to perform the work.

52.216-1 CONTRACT TYPE (Apr 1984)

This contract is a firm fixed price contract for commercial services.

(End of Clause)

1852.216-78 FIRM FIXED PRICE (DEC 1988)

The total firm fixed price of this contract is $[TBD].

(End of Clause)

Invoices: The Contractor shall submit invoices to the following address:
NASA Shared Services Center (NSSC)
Financial Management Division (FMD) – Accounts Payable
Bldg 1111, C. Road
Stennis Space Center, MS 39529
Email: NSSC-AccountsPayable@nasa.gov
Fax: 866-209-5415

Period of Performance: The phase-in period of performance shall be effective April 1, 2015 through April 30, 2015. The basic period of performance of this contract shall be May 1, 2015 through September 30, 2016.

b. In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

Option I	October 1, 2016 – September 30, 2017
Option II	October 1, 2017 – September 30, 2018
Option III	October 1, 2018 – April 30, 2020

CONTRACT CLAUSES

52.212-4 -- CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (May 2014)

Paragraph (a) thru (u) are incorporated by reference, the following paragraphs (A) thru (Z) are incorporated as an ADDENDA FAR 52.212-4:

ADDENDUM TO FAR 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

1. TRAVEL

Indirect travel: The contractor shall attend the below activities, which are considered indirect travel, in order to maintain proficiency, currency, and/or to be recognized. The cost for indirect travel shall be included in the Core fixed price amount (CLINs 002, 004, 006 and 008). The contractor shall provide sufficient personal in order to actively participate in the activities.

a. NCSLI - National Conference of Standards Laboratories International
b. MSC - Measurement Science Conference
c. MCWG - Measurement Conference Working Group
d. VPPPA - Voluntary Protection Programs Participants' Association

Direct travel will require Government approval in advance. A not to exceed (NTE) task order will be issued each contract period for all direct travel.

For direct travel, the Contractor shall be reimbursed for reasonable and allowable lodging and subsistence costs incurred for official travel only to the extent that they do not exceed the maximum rates authorized by the Federal Travel Regulations (FTR) at the following web address: http://www.gsa.gov/ftr and in accordance with the provisions of FAR Part 31.205-46 and applicable Agency restrictions.

Within 15 days after completion of direct travel, the contractor shall submit the following information directly, in writing, to the benefiter/requestor/authorizer with a copy to the Contracting Officer:

a. Identification of the travel

b. Total amount of travel with a breakdown that includes number of travelers and calendar days, allowable per diem rates for airfare, hotel, meals, ground transportation, origination and destination locations, and other details to fully support the proposed travel costs.

2. VARIATION IN ESTIMATED QUANTITY (this clause affects the Core fixed work only)

Total estimated tests for each functional area, identified in the PWS Attachment 1, Appendix A, Historical Workload and Estimated Future Requirements, Summary of Tests by Center, shall be the baseline for each functional area, i.e. Measurement Standards & Calibration Lab, Environmental Lab and Gas & Material Science Lab. An equitable adjustment in the contract price shall be made upon demand of either party when the combined total quantity of actual tests for all functional areas vary more than 10 percent above or below the baseline data for each year. This applies only to the functional areas identified in this paragraph as Core fixed work.

3. REFERENCE FORMS AND/OR PROCEDURES AND GUIDELINES

Any forms or procedures and guidelines referenced in Hazardous Material & Waste Management or Environmental Management of this document shall be the latest version of such form or instruction, and may be obtained from the following website (TechDoc):

https://ssctdsearch.ssc.nasa.gov/

4. SURVEILLANCE METHODS

The Government may use a wide variety of surveillance methods to evaluate the Contractor's performance. The Performance Requirements Summary (PRS) is a summary of the work requirements and standards of performance; the PRS is Appendix D of the PWS, Attachment 1. The methods of surveillance that may be used, including but not limited to, are:

a. Record Review (RR): Plans, Reports and Schedules submitted by the contractor will be reviewed for content to confirm that contractual requirements are planned, scheduled, and reported as properly completed. The contractor is also responsible for accurately reporting work that was either rescheduled or not completed.

b. Planned Inspections (PI): The Government performance monitors establish predetermined plans for inspecting all or part of the work. Determination of a sample size is subjective. The planned approach of inspecting for performance may or may not be shared with the contractor. All observed deficiencies or commendable areas are recorded and appropriate performance input provided.

c. Unplanned Inspection (UPI): This method is an unplanned inspection, usually carried out in conjunction with inspections of other Contract Requirements or in an impromptu fashion. Unscheduled inspections may be a supplement to other methods of surveillance or could cover a contract requirement if it is a relatively non-critical requirement and does not require inspection immediately upon completion. Observed deficiencies and commendable areas will be recorded and appropriate performance input provided.

d. Validated Customer Complaints (VCC): This method consists of customers observing deficiencies in the services they expect to receive and reporting these deficiencies to the Government performance monitor using a predetermined procedure. All reported potential deficiencies will be examined at the site by the performance monitor within a reasonable time (depends on the nature of

service) in order to determine whether or not the reported deficiency is valid. All validated deficiencies are recorded.

5. DOCUMENTATION REQUIREMENTS

a. Data Requirements: Requirements for technical or management information are imposed on the Contractor through the use of the Data Requirements Documents (DRD), included as Attachment 2. The DRD describes, defines and specifies the information required and lists the technical or management information to be produced and/or delivered as required by NASA/SSC/MAF to administer the Contract.

b. Contractor Data Management: The Contractor shall establish a system of management or utilize the Contractor's existing data management function for the data called for in the Performance Work Statement. The data management system shall be capable of providing appropriate internal procedures for the control of collection, preparation, publication, quality, assessment, distribution, and maintenance of authorized data. Such control shall apply to data acquired from subcontractors by the Contractor.

c. NASA Contract Deliverable System: Contract data deliverables, identified in Attachment 2 shall be submitted to NASA using the NASA Acquisition Internet Service (NAIS) Contract Deliverables System (CDS). DRD's that state electronic distribution in the DRD's Distribution List, if the system is unavailable or cannot be used for submission of a particular deliverable due to CDS system or maintenance problems, the Contractor shall notify the Contracting Officer. The Contractor shall use the hard-copy distribution for standard methods of delivery cited in the Distribution List and Format Instructions of the DRD, and shall upload a cover letter, in conjunction with uploading the DRD, into the CDS after the hard-copy delivery is complete and when the system becomes available. The cover letter shall explain the rationale for not uploading a particular deliverable into the CDS on the due date. If the system cannot be used for submission of a particular deliverable due to Privacy Act or other considerations, the Contractor shall use the hard-copy distribution for standard methods of delivery cited in the Distribution List and Format Instructions of the applicable DRD and shall upload a cover letter into the CDS on the date of hard-copy delivery to notify CDS users that the DRD has been delivered. If a DRD requires a review and update/revision if necessary, after the Contractor reviews the DRD, if there are no changes to submit, the Contractor will upload a cover letter into the CDS stating the DRD was reviewed on the specific date and no revisions were required. In the event a DRD delivery date falls on a weekend or Government Holiday, the DRD will become due on the next business day.

d. Data Reviews: The Contractor, upon request, shall participate in periodic reviews of Contract data requirements for maintaining current Contract DRD. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with test and technical services required at SSC.

e. Changes in Distribution: When changes to the original distribution requirements are required by the Contracting Officer, the Contractor shall act upon such changes upon receipt of an approved Request for Data or upon revision to the distribution part of the DRD provided such changes do not

incur additional costs. In the event that additional cost is involved, an equitable adjustment shall be negotiated.

f. End of Contract Requirements: Not later than 15 days before the end of the contract period of performance, the Contractor will submit a final updated version of all DRD's, except for DRD's submitted on a monthly basis or on an "As Required" basis, unless otherwise directed by the Contracting Officer.

6. HANDLING OF SENSITIVE DATA

a. It is anticipated that in the performance of this contract, the contractor may have access to and use NASA's sensitive internal budget, accounting, financial, or test results data. The contractor agrees to use, copy, or disclose such data, or any other data agreeable within these categories, only for contract purposes, and to make no other use or disclosures of such data with out written permission of the Contracting Officer.

b. To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as this data remains proprietary or confidential, the Contractor shall protect this data from unauthorized use and disclosure and agrees not to use it to compete with those other companies.

c. All employees assigned under this contract shall submit a signed Non-Disclosure Agreement.

d. The Contractor's Conflict of Interest Avoidance Plan shall be incorporated into the resultant contract.

7. SAFETY AND HEALTH PLAN

The Contractor's Safety and Health Plan, shall be submitted with proposal in accordance with Data Requirement Document SA03, will be incorporated into the resulting contract. The Contractor shall provide for safety inspection and acceptance of work imposed by the PWS. Safety inspection and corrective action reports shall be made available to the Contracting Officer upon request. The Contractor shall report and investigate all incidents, mishaps and close calls in accordance with applicable NASA policies and procedures.

8. HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT

During the performance of this contract, the Contractor may be required to requisition, handle and manage hazardous materials in support of specific projects. The Contractor may also be collecting waste generated by SSC & MAF activities including those of its tenants, for ultimate disposal by NASA. In the performance of these activities, the Contractor shall abide by SSC's Hazardous Materials, Hazardous Waste and Solid Waste Plan (SCWI-8500-0004-ENV), SSC's Integrated Contingency Plan (SCWI-8500-0020-ENV), and MAF's Hazardous Materials, Solid and Hazardous Waste Management procedures (AS60-OI-005).

9. ENVIRONMENTAL MANAGEMENT

During performance of this contract, the Contractor may be required to design or perform projects that will potentially impact the environment. To guide the Contractor in what needs to be considered in project designs and planning, the Contractor shall reference the SSC (SCWI-8500-0026-ENV) or MAF Environmental Resources Document (ERD) as applicable.

Before engaging in other activities that have any potential for impacting the environment the Contractor is required to develop and submit an Environmental Study form (SSC #696M) to the NASA Environmental Office. The NASA Environmental Office for the appropriate site will determine if the project will require evaluation under the National Environmental Policy Act and what environmental permits will be needed prior to proceeding with the project.

10. SECURITY CONTROLS

Security Requirements: Performance of this contract may require reproduction of classified information. Contractor personnel will be required to obtain access to classified information or to enter areas where classified documents are kept. Personnel security clearances required or requested for work assignments on this contract will be limited strictly to those required to perform the assigned function. The Contractor will be guided by Section III of the Industrial Security Manual, DoD 5220.22-M. The Contractor shall require each employee engaged on the work site to display Government furnished identification badges and special access badges at all times. The Contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the Security Officer of the respective site.

Access to Secure Areas: Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is categorized into "escorted" and "unescorted" access. All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area, however in most cases, persons requiring access will be escorted by an approved escort official. The Contractor is responsible for providing escort services for any of its employees and/or any Subcontractor employees who are not eligible for unescorted access. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved in accordance with the requirement of the applicable Security Office.

Interfaces: The Contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Contractor personnel working in controlled/restricted areas, such as the test complex area or manufacturing areas, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the appropriate unit or organization in accordance with local agency security procedures.

Privacy Act: The Contractor is bound by the rules as provided in the Privacy Act of 1974.

11. OBSERVANCE OF REGULATIONS AND POLICY

a. The Contractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work. Generally, NASA will execute the necessary environmental permits.

b. Inasmuch as various departments and agencies of the Government, several Contractors and other tenants jointly occupy the SSC and MAF and are confronted with certain common conditions and problems resulting from this co-occupancy. Certain uniform policies regulations and procedures will be issued, as required, by NASA (SSC/MAF and Marshall Space Flight Center (MSFC)), and will be applicable to all personnel working at SSC and MAF. The Contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this contract.

c. All employees of the Contractor assigned to perform the work under this Contract shall be under the control of the Contractor during the performance of such assignment. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

d. The above provisions of this Section shall be made equally applicable by the Contractor to employees other than those of the Contractor to the extent that they may be assigned work under this contract notwithstanding the basis of the assignment, e.g., subcontract.

12. TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) ALTERNATE I (OCT 1996)

a. A task order may be issued for work covered by the PWS. Task orders will be issued as Firm-Fixed-Price (FFP) and Not to Exceed (NTE) for direct travel.

b. All aspects of the task order process (e.g., initiated, awarded, administered, and closed-out) shall be managed in the Government provided system. The Government reserves the right to issue task orders outside of the Government provided system.

c. Only the Contracting Officer may issue requests for a task plan 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.

d. All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.

e. Prior to issuing a task order, the Contracting Officer will provide the Contractor with a request for a task plan including, at a minimum, the following data:

(i) A task plan PWS providing the functional description/requirements of the work and period of performance requirements as well as identifying the objectives or results desired from the contemplated task order;

(ii) Requirements for the Contractor's task plan (reference paragraph (h), below, for details); and

(iii) A response time for submitting the task plan, if different than outlined below.

f. Within 2 calendar days of receipt of the task plan request, the Contractor shall notify the requestor and Contracting Officer as to whether a conflict of interest does or does not exist.

g. The Contractor shall submit all task plan proposals with a value equal to or less than $150K within 3 calendar days and a value greater than $150K within 10 calendar days after receipt of a request for task plan from the Contracting Officer, unless otherwise requested by the Contracting Officer (In order to meet urgent requirements, the Contractor may be required to respond to a shorter time period identified by the CO). If the Contractor is unable to submit the task order proposal within the required number of calendar days, the Contractor shall contact the Contracting Officer within 2 calendar days of receipt of the task plan request to reach an agreement on the due date for the task plan proposal.

h. The Contractor's task plan shall include, at a minimum, the following:

(i) Discussion of the technical approach for performing the work (including safety and quality); for task plan work valued equal to or less than $150K, a brief explanation of technical approach will suffice.

(ii) A detailed schedule, including, but not limited to, activities, durations, resources, and deliverables identified in the Government PWS and/or the Contractor's technical approach; for task plan work valued equal to or less than $150K, a milestone of the schedule will suffice;

(iii) Detailed cost/price information (reference paragraph i, below, for details);

(iv) Proposed deviations from the stated PWS requirements;

(v) Details of the conflict of interest review and findings in accordance with Para. 15 of this section, Disclosure of Organizational Conflict of Interest After Contract Award, and Para. 16 of this section, Limitation of Future Contracting, (if applicable);

(vi) Any other information required to determine the reasonableness of the Contractor's proposal.

i. Procedure for establishing IDIQ:

(i) The cost/price proposal from the Contractor shall include the loaded labor rates as identified in Attachment 6-2, unless otherwise approved by the Contracting Officer. The Contractor shall include a detailed Basis of Estimate (BOE) identifying the cost by months required to perform the

task plan work. For task plan work valued equal to or less than $150K, a brief explanation of the BOE will suffice; the CO reserves the rights to request additional data. In addition, the Contractor shall provide labor hours, other direct costs, and/or any other appropriate information to allow the Government to determine the reasonableness of the Contractor's proposal.

(ii) The Contractor shall substantiate and provide the basis for all proposed costs.

(iii) Direct Labor:

(1) The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. For task order work valued equal to or less than $150K, a simple breakdown of direct labor hours for each category will suffice.

(2) The Contractor shall include the fully burdened total direct labor costs for each labor category performing the task order work.

(iv) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):

(1) The Contractor shall include a detailed breakdown (e.g., labor classification, size, quality, quantity, capacity, units, hours and rates) of all Other Direct Costs (ODCs) required to perform the task plan work. For task plan work valued equal to or less than $150K, a brief explanation with the BOE and identification of the ODC will suffice.

(2) The Contractor shall only include equipment costs in task order work necessary for performance that is not available from either the Installation Accountable Government Property (IAGP) or Government Furnished Property (GFP).

(3) The Contractor shall propose all travel in accordance with the current Federal Travel Regulations, applicable Agency policy and regulations, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of calendar days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.

(v) Subcontracts: The Contractor shall utilize competition to the maximum extend practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).

(vi) Profit/Fee: The Contractor shall utilize the loaded labor rates which include are inclusive of profit/fee.

j. The Contracting Officer will either approve the Contractor's task plan or negotiate any areas of disagreement with the Contractor. If a revised task plan is required, the Contracting Officer will establish the number of days within which the revised task plan shall be submitted to the Contracting Officer. The Contractor shall not perform any work on a task plan until authorized by the Contracting Officer. After review and any necessary discussions, the Contracting Officer may issue a **task order** to the Contractor containing, as a minimum, the following:

(i) Date of the order.

(ii) Contract number and task order number.

(iii) PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

(iv) Maximum dollar amount authorized.

(v) Any other resources (e.g., travel, materials, equipment, facilities) authorized.

(vi) Delivery/performance schedule including start and end dates.

(vii) Accounting and appropriation data.

k. The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 2 calendar days after receipt of the task order.

l. If time constraints do not permit issuance of a fully defined task order in accordance with the procedure described in this clause, the Contracting Officer may issue a task order which includes a Not-To-Exceed ceiling cost/price.

m. The Contracting Officer may modify task orders in the same manner in which they were issued.

n. 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.

o. The Contractor shall deliver all task order specific deliverables as stated in task order.

p. Task order work is complete when the requestor acknowledges in writing the work has been satisfactorily completed. The Contractor shall complete all documentation and update any related documents to close the task order within 15 calendar days after completion of the task order effort, unless otherwise approved by the Contracting Officer. The Contractor shall not submit final invoices until the data entry and documentation is complete.

q. Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:

(i) Contract number, task order number, and date of the order.

(ii) Task ceiling price.

(iii) Cost and hours incurred to date for each issued task.

(iv) Costs and hours estimated to complete each issued task.

(v) Significant issues/problems associated with a task.

(vi) Cost summary of the status of all tasks issued under the contract.

13. ADJUSTMENTS TO ATTACHMENT 6-2 IDIQ DIRECT/INDIRECT LOADED LABOR RATES

The rates identified in Attachment 6-2, IDIQ Direct/Indirect Loaded Labor Rates, shall be consistent with the rates utilized for the core requirements and adjusted as such. Labor rates associated with PWS labor classifications that are subject to prevailing wage determinations are covered by FAR 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

14. ORGANIZATIONAL CONFLICT OF INTEREST (This will be included in the resultant contract if the selected offer includes a plan to mitigate organizational conflicts of interest.)

a. The Organizational Conflict of Interest Plan (OCI) and its obligations are hereby incorporated in the contract by reference.

b. Changes:

(i) Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the changes into the plan by contract amendment.

(ii) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

c. Violation: The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other Contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.

d. Breach: Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.

e. Subcontracts: The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the actual

organizational conflict of interest. The terms "Contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

15. DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD

a. If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes Subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.

b. If there is an Organizational Conflict of Interest Plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, Subcontractor arrangements, Contractor management, ownership, ownership relationships, or modification of the work scope.

16. LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DEC 1988)

[*A suitable clause shall be included in the contract if required by the Contractor's Government-approved OCI Mitigation Plan.*]

17. SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS

a. Inherently Governmental Functions – No inherently Government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings that may require the Contractor employees to exercise an inherently Governmental function. All final determinations, such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently Governmental function.

b. Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a Government employee will result in the performance of a personal services contract.

c. Identification of Contractor Personnel – All Contractor personnel who attend meetings, answer Government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but

rather shall identify themselves as being under contract to NASA. Additionally, all Contractor work spaces located on NASA premises shall be clearly identified.

18. COMPUTING SERVICES

a. In accordance with Attachment 3, List 1, Government Furnished Property, for utilization of NASA's Information Technology (IT) resources:

(i) Computers, office automation software, networked printers, peripherals, tablets, cell phones, and associated services (e.g., user accounts, e-mail, and directory services) needed to minimally support Contractor personnel will be Government furnished through the Agency Consolidated End-user Services (ACES) contract and/or its successor contract in accordance with 1852.245-71, "Installation-Accountable Government Property." The Government reserves the right to provide only the minimum level based on the latest version of SPD 2800.1, Provision of Institutionally Funded IT Resources, and Services of the direction of the Office of Chief Information Officer (CIO). The Contractor shall anticipate and plan for minimal IT issuance in support of Fixed Price elements of the PWS.

(ii) For any IT resources identified outside paragraph (a)(1) above that the Contractor desires to purchase outside of the ACES contract or its successor contract, the Contractor shall submit a request for waiver through the Contracting Officer's Representative (COR) to the site Chief Information Office (CIO) for approval. All direct charged IT purchases shall be approved by the Contracting Officer prior to purchase.

b. All approved direct charged IT-related items authorized for purchase, shall be titled to the Government unless otherwise directed by the Contracting Officer.

19. NASA RECORDS MANAGEMENT

The Contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NPR 1441.1 "NASA Records Retention Schedule" (refer to Attachment 1, PWS section 1.0).

20. REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE

a. The Contractor and its employees shall comply with NPD 1600.3, Policy on Prevention of and Response to Workplace Violence. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence.

b. The Contractor shall require its employees to promptly report all threats to their supervisors/management and site NASA Office of Human Capitol, Office of Protective Services, and the Employee Assistance Officer.

c. This requirement shall flow down to all Subcontractors; however the Subcontractors shall report threats up through the prime Contractor to the Contracting Officer.

21. CONTRACTOR REPRESENTATIVE(S)

The Contractor shall designate one of its personnel to act as project manager, and delegate to this person the complete authority to decide all matters connected with this contract. The Contractor shall further designate a local second employee as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The Contractor shall advise the Contracting Officer via email, of the persons so designated.

22. INCORPORATION OF CONTRACTOR'S PROPOSAL

The contractor's proposal, as revised through discussions, and the Final Proposal Revision submitted in response to the solicitation, is incorporated into this contract by reference. The PWS at Attachment 1 shall govern in the event of any inconsistency between the Contractor's proposal and the requirements identified in Attachment 1 PWS.

23. CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority.

24.CONTRACTING OFFICER'S REPRESENTATIVES

The Contracting Officer (CO) will designate Contracting Officer's Representatives (CORs) as a representatives for the purpose of quality inspection and assisting the CO in the administration of the contract. Notwithstanding the previous contents of this clause or any other provisions of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way modify any of the terms of this contract.

25. STENNIS SPACE CENTER CONTRACTOR EMPLOYEE BADGING

a. It is anticipated that performance of the requirements of this contract will require employee picture badging by the John C. Stennis Space Center (SSC). Contractor requests for badging of employees shall be submitted electronically, prior to employee Enter on Duty Date, by the Contractor's HR or Security Representative into the Government-provided system, Identity Management and Account Exchange (IDMAX) (also known as the "Personal Identity Verification (PIV) system"). Requests for badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the SSC Protective Services Office.

b. Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to SSC. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/SSC database) must complete the Electronic Questionnaires for Investigations Processing (EQIP) and sign the appropriate Release form(s) as soon as practicable. When these forms are completed and submitted to SSC Protective

Services, the Contractor employees may be granted an extended visitor's badge granting SSC access for a period not to exceed 29 calendar days. This 29-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 29 calendar days, the extended visitor badge will be revoked. If the visitor badge is revoked, the Contractor employee may not enter SSC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 29-day limit.

c. The Contractor shall establish procedures to ensure that badged Contractor employees who no longer require access to the Center process out and turn in their badge to the SSC Protective Services Badging Office (Building 8000). An electronic PIV Employee Termination Request must also be submitted.

d. Questions on how to access the PIV system shall be directed to the SSC Protective Services Office, John C. Stennis Space Center, Mississippi 39529.

26. MAF CONTRACTOR EMPLOYEE BADGING

a. It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the MSFC or MAF. Contractor requests for badging of employees shall be submitted electronically through NASA's Agency wide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

b. Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 calendar days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 calendar days, the extended visitor badge will be revoked. If the visitor badge is revoked, the Contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.

c. Contractor employees requiring a badge and/or access to NASA IT systems for less than 180 calendar days within a 365 calendar day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.

d. The Contractor shall establish procedures to ensure that badged Contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.

e. Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (Oct 2014)

Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

_X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5)

_X_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

_X_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

_X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note)

_X_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (Nov 2011) of 52.219-3

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (ii) Alternate I (Jan 2011) of 52.219-4

___ (13) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

_X_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

_X_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637 (d)(4)).

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (iv) Alternate III (Oct 2014) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

_X_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

_X_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

_X_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

_X_ (27) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X_ (28) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

_X_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

_X_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

_X_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

_X_ (33) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989)

___ (34) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii))

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C))

___ (35) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (36) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (37) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (38) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

_X_ (39) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

___ (40) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (41) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43)

___ (ii) Alternate I (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (42) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note)

_X_ (43) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (44) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

___ (45) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (46) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (47) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (48) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

_X_ (49) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (50) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (51) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (52) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (53) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

_X_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

_X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

_X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

_X_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

___ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (Feb 1998)

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

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES (http://www.acqnet.gov/far/):

The following FAR clauses are included by reference:

52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
52.203-14	Display of Hotline Poster(s) (Dec 2007)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)

52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-13	System for Award Management Maintenance (Jul 2013)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013)
52.210-1	Market Research (Apr 2011)
52.215-2	Audit and Records -- Negotiation (Oct 2010)
52.215-8	Order of Precedence -- Uniform Contract Format (Oct 1997)
52.217-8	Option to Extend Services (Nov 1999) (insert: 60 days)
52.222-54	Employment Eligibility Verification (Aug 2013)
52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-10	Waste Reduction Program (May 2011)
52.223-19	Compliance With Environmental Management Systems (May 2011)
52.227-1	Authorization and Consent (Dec 2007)
52.227-14	Rights in Data--General (May 2014) (As Modified By NFS 1852.227-14)
52.228-5	Insurance -- Work on a Government Installation (Jan 1997)
52.229-3	Federal, State, and Local Taxes (Feb 2013)
52.232-1	Payments (Apr. 1984)
52.232-17	Interest (May 2014)
52.232-18	Availability of Funds (Apr 1984)
52.232-23	Assignment of Claims (May 2014)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.233-1	Disputes (May 2014)
52.237-3	Continuity of Services (Jan 1991)
52.242-13	Bankruptcy (Jul 1995)
52.242-15	Stop-Work Order (Aug. 1989)
52.245-1	Government Property (Apr 2012)
52.245-1	Alternate I (Apr 2012)
52.245-9	Use and Charges (Apr 2012)

52.216-18 ORDERING (OCT 1995) (CLINS 003, 005, 007 and 009)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *the date in Block 31C of the SF 1449 through five (5) calendar years from the date in Block 31C of the SF 1449*.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995) (CLINS 003, 005, 007 and 009)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of $200,000;

(2) Any order for a combination of items in excess of $1,000,000; or

(3) A series of orders from the same ordering office within 2 Calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 Calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) (CLINS 003, 005, 007 and 009)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for, the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor

shall not be required to make any deliveries under this contract after 12-months after the completion of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the NASA John C. Stennis Space Center the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the NASA John C. Stennis Space Center Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the NASA John C. Stennis Space Center.

(End of Clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003) ALTERNATE I (APR 2005)

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

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

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

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

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)

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

(2) The Contractor will notify the NASA John C. Stennis Space Center Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The offeror's approved business plan is on the file and serviced by SBA.

(End of Clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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.

WAGE DETERMINATION LA-05-2234 (Rev 18) and MS-05-2302 (Rev. 13) EQUIVALENT JOB CLASSIFICATION	**Hourly Wage Rate that would be paid if federally employed**	
	Louisiana	**Mississippi**
Metrology Technician I WG 10	$22.05	$21.40
Metrology Technician III WG 12	$24.93	$22.78
Engineering Technician I GS7	$19.40	$19.40
Engineering Technician III GS9	$23.73	$23.73
Laboratory Technician GS06	$17.46	$17.46
Environmental Technician GS07	$19.40	$19.40
Quality Control Inspector WG13	$26.37	$23.97
Key Entry Operator GS02	$11.32	$11.32
Computer Operator II GS05	$15.66	$15.66
Computer Programmer IV GS11	$28.71	$28.71
General Clerk III GS03	$12.47	$12.47
Secretary III GS06	$17.46	$17.46
Driver Courier WG05	$14.81	$17.55
Survey Party Chief WG06	$16.27	$18.35

See the below link for detailed information about agency benefits:
http://nasapeople.nasa.gov/employeebenefits/default.htm

NOTE: The above statements do not represent a Department of Labor Minimum Wage Determination. Department of Labor Minimum Wage Determinations is located in Attachment 4.

(End of Clause)

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017)(JUN 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be $10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATIONS SERVICES (APR 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

Attachment 3, List 2

(End of clause)

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES (http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm)

The following NFS clauses are included by reference:

1852.203-71 Requirement to Inform Employees of Whistleblower Rights (Aug 2014)
1852.204-76 Security Requirements for Unclassified Information Technology Resources (Jan 2011)
1852.215-84 Ombudsman (Nov 2011)
1852.219-76 NASA 8 Percent Goal (Jul 1997)
1852.223-70 Safety and Health (Apr 2002)
1852.223-71 Frequency Authorization (Dec 1988)
1852.223-75 Major Breach Safety & Security (Feb 2002); Alternate I (Feb 2006)
1852.228-75 Minimum Insurance Coverage (Oct 1988)
1852.237-70 Emergency Evacuation Procedures (Dec 1988)
1852.237-72 Access to Sensitive Information (Jun 2005)
1852.237-73 Release of Sensitive Information (Jun 2005)
1852.232-77 Limitation of Funds (Fixed- Price Contract)(Mar 1989)
(a) 002 through 003, the sum of $TBD

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date TBD	Amounts TBD

(c)(1) until TBD
1852.242-72 Observance of Legal Holidays (Aug 1992) Alternate II (Oct 2000)
1852.245-75 Property Management Changes (Jan 2011)
1852.245-78 Physical Inventory of Capital Personal Property (Jan 2011)
1852.245-80 Government Property Management Information (Jan 2011)
1852.245-81 List of Available Government Property (Jan 2011)
1845.245-82 Occupancy Management Requirements (Jan 2011)

1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (JAN 2011)

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

only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the most current issue of:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual;
NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements;
NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements;
[Insert any additional property management responsibilities. None]

The Contractor shall perform maintenance, calibration and repair on all Installation Accountable Government Property Attachment 3, List 1 SSC/MAF Controlled, in accordance with FAR 52.245-1 Alt. I.

The Contractor shall properly store and control IAGP

USER RESPONSIBILITIES:
The Contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) Installation Accountable Government Property (IAGP) under its custody and control. The Contractor shall ensure the users are aware of and adhere to the following responsibilities: (1) ensuring IAGP is used only in the pursuit of approved programs, or as otherwise authorized by the Cognizant Property Custodian; (2) updating record locations in NASA Property System (NProp) or notifying Cognizant Property Custodian, of all equipment location changes; (3) ensuring that any lost, missing or damaged IAGP is officially reported to the appropriate Property Custodian, and the Protective Services Office; (4) notifying Property Custodian of IAGP not being actively used; (5) ensuring that IAGP is turned into the Property Disposal Officer through NPROP or the Property Custodian when no longer needed; under no circumstances will the user or Contractor dispose of IAGP, whether tagged or untagged; and (6) returning IAGP to the cognizant Property Custodian or the Center's Supply and Equipment Officer (SEMO) upon termination of employment.

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. 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.

(b) (1) The official accountable for recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
(iii) The Contractor shall establish a record 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.
(iv) 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 or SEMO. Government property used at an off-site location 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.

(2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

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

X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.

X (2) Office furniture. (The type, quantity and configuration of office furnishings to include conference and training rooms will be determined by the NASA Supply and Equipment Management Officer or designee.)

X (3) Property listed in Attachment 3.

i. List 1 – IAGP (No Class Exceptions, Controlled)
ii. List 2 – IAGP "As-Is" (Government Will Not Repair or Replace)
iii. List 3 – IAGP Facilities

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, in accordance with the Contractor Acquired Property Onsite requirements outlined above under User Responsibilities.

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 or duly authorized representative's prior written approval. The Contractor shall provide on a quarterly basis, a listing of Contractor

owned/leased property. This listing shall be provided to the Supply and Equipment Management Officer.

X (4) Supplies from stores stock.

X (5) Publications and blank forms stocked by the installation (not otherwise available in electronic format)

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

(7) Installation service facilities: (Fuels, oils, & lubrications for vehicles and equipment) (**Does not include Firm Fixed Price Services**).

X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during onsite duty.

X (9) Cafeteria privileges for Contractor employees during normal operating hours.

X (10) Building maintenance for facilities occupied by Contractor personnel.

X (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided onsite, as approved by the Contracting Officer.

(End of Clause)

1852.245-74 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (JAN 2011)

(a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property and (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

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

(d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:

(1) Date originally placed in service.
(2) Item condition.

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

NASA Transportation Officer
Bldg. 220; Attn: Property Manager
Michoud Assembly Facility
13800 Old Gentilly Blvd.
New Orleans, LA 70129

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

(End of Clause)

1852.245-77 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (JAN 2011)

For performance of work under this contract, the Government will make available Government property identified below or in Attachment _3_ of this contract on a no charge-for-use basis pursuant to FAR 52.245–2, Government Property Installation Operation Services, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at John C. Stennis Space Center, Mississippi and Michoud Assembly Facility, Louisiana and at other location(s) as may be approved by the Contracting Officer.

(End of Clause)

LIST OF ATTACHMENTS

The following documents are attached hereto. Attachment 1 thru 7 shall be made part of the contract.

	ATTACHMENT TITLE	DATE	PAGES
1	Performance Work Statement	October 2014	73
2	Data Requirement Documents (DRD)	N/A	50
3	List Of Government Furnished Property	N/A	49
4	Department of Labor Wage Determinations	June 25, 2013	19
5	PIV Card Issuance Procedures	N/A	3
6	Pricing Schedule (Attachment 6-1) and Fully Burdened Fixed Labor Rates (Attachment 6-2)	N/A	2
7	Reference Library	N/A	5

Contractor shall submit Attachments 8, 9, 10 and 11; approved documents shall become part of the contract.

8	Contractor Approved Safety and Health Plan	_____	_____
9	Organizational Conflict of Interest Mitigation Plan (See DR List)	_____	_____
10	Quality Assurance Plan	_____	_____
11	Contractor's Proposal	_____	_____

Attachments 12-15 will not become part of the contract award documents.

12	Instructions to offerors (52.212-1) / Evaluation (52.212-2) / Reps & Certs 52.212-3	N/A	33
13	Experience Evaluation Form	N/A	3
14	Past Performance Form	N/A	2
15	Science Laboratory Annual Sample Plan	April 2014	41