

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ➤		RATING DO-C9	PAGE 1 OF SEE SECTION 11 BELOW
2. CONTRACT NO. <b>TBD</b>	3. SOLICITATION NO. NNX077040R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED <b>TBD</b>	6. REQUISITION/PURCHASE NO. 4200197040	
7. ISSUED BY John F. Kennedy Space Center National Aeronautics and Space Administration Mailcode : PS-SEB, Dawn Alexander, Building M7-1522 Kennedy Space Center, FL 32899		CODE	8. ADDRESS OFFER TO (If other than Item 7) John F. Kennedy Space Center National Aeronautics and Space Administration Mailcode : PS-SEB, Dawn Alexander, Building M7-1522 Kennedy Space Center, FL 32899		

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"**

**SOLICITATION**

9. Sealed offers in **original and copies (see L.12)** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried (**see L.18 (b)**), until **4:30 p.m.**, local time, on **November 13, 2007**. **NOTE:** Volume II, Past Performance is due at the place specified in Item 8, or if handcarried (**see L.18 (b)**), no later than **4:30 p.m.**, local time, on **October 15, 2007**. For further information, see **Provision L.18** for delivery instructions and due dates and time. **CAUTION** - LATE Submissions, Modifications, and Withdrawals: **See Provision L.3 (52.215-1)**. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ➤	A. NAME Dawn Alexander	B. TELEPHONE NO. (NO COLLECT CALLS)			C. EMAIL ADDRESS ps-seb@nasa.gov
		AREA CODE 321	NUMBER 867-1254	EXT.	

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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, clause No. 52-232-8) ➤	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION). For offerors and related documents numbered and dated:	AMENDMENT NO	DATE	AMENDMENT NO	DATE

15. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE – ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN: (4 copies unless otherwise specified) ➤	ITEM <b>Section G.9</b>
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY <b>Section G.9</b>	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

**IMPORTANT – Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

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**PART I – THE SCHEDULE****SECTION B****SUPPLIES OR SERVICES AND PRICE/COST****B.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
None included by reference		

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
None included by reference		

**(End of Clause)**

**B.2 SUPPLIES AND/OR SERVICES TO BE FURNISHED**

This contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) Firm Fixed-Price (FFP) contract. The contractor shall provide all resources (except as expressly stated in this contract as furnished by the Government) necessary to provide the services in accordance with the Performance Work Statement (PWS) in Section C as authorized through issuance of Task Orders.

**(End of Clause)**

**B.3 INDEFINITE QUANTITY/INDEFINITE QUANTITY (IDIQ) FIRM FIXED-PRICE (FFP) RATE PROVISION**

(a) The purpose of this clause is to set forth Not-to-Exceed Firm-Fixed Priced combined direct, indirect, and profit rates for each Center/Location, as identified in Attachment J.3, to be used in subsequent negotiations and IDIQ FFP task orders (TO(s)), in accordance with the task ordering procedures set forth in this contract. In the case of special task orders, where a particular skill mix and NTE rate for that skill mix are not included in Attachment J.3, then that skill mix and rate will be subject to negotiation. The contractor may propose rates less than the Not-to-Exceed Firm-Fixed Priced Rates. The rates may be subject to change through bi-lateral agreement(s) between the Government and the contractor, if so requested by the contractor, after any Contractor Bargaining Agreement updates or on an annual basis for Wage Determination updates. Any such changes to the rates shall not be used to retroactively change any prior negotiated TO agreements.

(b) In accordance with FAR clause 52.216-22 (clause F.4) – Indefinite Quantity, a Task Order may be issued at any time within the period specified in clause F.2 – Effective Ordering Period, which allows the Government to issue Task Orders up through the last day of the period specified in clause F.2.

(c) For pricing purposes, for any work, authorized through Task Order issuance, to be performed in the 11<sup>th</sup> year, the rates included in this contract for the 10<sup>th</sup> year shall be used with adjustments for Wage Determination updates and Collective Bargaining Agreements. The value of all work authorized in the 10<sup>th</sup> year, even if the performance in the 11<sup>th</sup> year, will be shown in the 10<sup>th</sup> year in Table B.4(b) below.

**(End of Clause)**

**B.4 FIRM FIXED-PRICE (FFP)**

(a) The total FFP of this contract (less Phase-in as shown in B.5 below), based on the FFP of the total of all TO(s) issued (including option years), is shown below:

BASE PERIOD	DESCRIPTION	FFP
10/01/2008 – 09/30/2013	NASA Protective Services	\$

**(To be completed by the Offeror – FFP of the initial TO(s) with a 10/1/08 start date)**

(b) A summary of the FFP for each of the services for this contract (excluding phase-in and including option years), based on the FFP of the total of all TO(s) issued, is provided below:

Year	Fire Services (FS)	Security Services (SS)	Emergency Management (EM)	Export Control (EC)	Information Assurance (IA)	Training (TN)	TOTALS
<b>BASE PERIOD</b>							
1	\$	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$	\$
<b>Subtotal:</b>							<b>\$</b>
<b>OPTION YEARS</b>							
6	\$	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$	\$
<b>Subtotal:</b>							<b>\$</b>
<i>{Option Years will be filled in when, and if, options are exercised }</i> <b>TOTAL:</b>							<b>\$</b>

(c) The FFP of each of the contract option periods are shown in the table below and are based on the following periods of performance. The prices depicted below are the negotiated prices for continuing operations of the NASA Center/Location task orders that are expected to be issued during the 5-year base period of the contract and assume the same unplanned event thresholds depicted in those task orders. The prices do not reflect special or unplanned events beyond the thresholds for unplanned events. It is contemplated that these prices will be updated prior to the exercise of the option period to include rate updates, which will be captured in Attachment J.3 due to Wage Determination and Collective Bargaining Agreement revisions.

OPTION	PERIOD	PRICE
1	10/01/2013 - 09/30/2014	\$'s To be filled in by the Offeror
2	10/01/2014 – 09/30/2015	\$'s To be filled in by the Offeror
3	10/01/2015 – 09/30/2016	\$'s To be filled in by the Offeror
4	10/01/2016 – 09/30/2017	\$'s To be filled in by the Offeror
5	10/01/2017 – 09/30/2018	\$'s To be filled in by the Offeror

**(End of Clause)**

#### **B.5 PHASE-IN**

In accordance with Clause F.2 – Effective Ordering Period, the contractor is authorized to include phase-in services as provided in Attachment J-15 – Management Plan. The initial TO(s) may include a phase-in period, to begin prior to the Effective Ordering Period. Phase-in may also be included in other TO(s) if so specified within the TO(s).

The total FFP for the initial phase-in period is: \$ TBD (To be completed by the Offeror).

The total FFP for all other phase-in periods is: \$ TBD (To be completed by the Offeror).

**(End of Clause)**

#### **B.6 INSTRUCTIONS REGARDING LIMITATION OF FUNDS**

Funding for this contract shall be in accordance with Clause B.11 and provided at the Task Order level.

**(End of Clause)**

#### **B.7 PERFORMANCE RETAINAGE POOL**

This is a performance based Firm Fixed-Price, Indefinite Delivery/Indefinite Quantity contract which contains performance evaluation features.

A Performance Retainage Pool (PRP) shall be established and comprised of **6%** of the price in accordance with F.6 – Acceptance of Services and Attachment J-10 - Performance Retainage Pool Plan.

These funds will be retained by the Government to ensure the successful implementation and operation of the NASA Protective Services requirements and to ensure contractor coordination and cooperation to achieve the interoperability objectives of NPSC.

The PRP decision shall be made on a discretionary basis. Any amounts not authorized for disbursement will not be carried forward, and the Task Orders will be unilaterally modified to decrease the total Task Order dollar amount for any retainage not earned.

**(End of Clause)**

## **B.8 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) - LIMITATIONS**

(a) For the purpose of placing a maximum Not-To-Exceed (NTE) amount on this contract, the maximum amount of IDIQ supplies and services ordered in total under this contract shall not exceed the maximum NTE amount of **\$650M for the five year basic period of performance and \$130M per option year for a total NTE maximum amount of \$1.3B.** The maximum NTE amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on that specified in the task orders issued during the period of the contract.

(b) The minimum amount of IDIQ supplies and services ordered in total and paid for under this contract shall **be \$5 Million.**

(c) In order to accommodate upward fluctuations of workload requirements during the performance period of this contract, the maximum NTE amount may be adjusted unilaterally by the Contracting Officer on an annual basis. In no event, will the adjusted maximum amount exceed **20%** of the total \$1.3B NTE maximum amount.

**(End of Clause)**

## **B.9 ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)**

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500**, 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 **\$200,000,000**;

(2) Any order for a combination of items in excess of **\$200,000,000**; or

(3) A series of orders from the same ordering office within 0 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 business days after issuance, with written notice stating the contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**(End of Clause)**

### B.10 TASK ORDER ADJUSTMENT FORMULA

(a) In accordance with Attachment J-1 – Performance Work Statement, paragraph 5.0, the contractor shall perform services contained within this contract for Planned and Unplanned Events. In order to allow for continued performance without interruptions, the following Task Order Adjustment Formula, with the applicable dollar amounts, will be included in the TO(s) to provide coverage for unplanned events.

(b) Task Order Adjustment Formula (reference Clause B.10) - Protective services required to support unplanned events, which exceed dollar thresholds, as outlined under the Task Order, shall be subject to adjustment based on the following formula. Within an invoice billing period, any single unplanned event which exceeds (\$\$); or all unplanned events not exceeding (\$\$) but cumulatively totaling over (\$\$\$) will be subject to adjustment with the amendment of the Task Order or issuance of a separate Task Order. Specific dollar thresholds (\$\$) to be in task orders.

(c) The following Table depicts an example of how this formula will be applied, assuming a \$10,000 per event and \$100,000 cumulative dollar amount of events occurring in an invoice billing period. All invoice billing shall be accomplished in accordance with clause G.9 and are considered to be on a monthly basis.

Where a=\$10K b=\$100K		EA = Potential Equitable Adjustment							
Event	SCENARIO 1		SCENARIO 2		SCENARIO 3		SCENARIO 4		
	Event \$	EA	Event \$	EA	Event \$	EA	Event \$	EA	
1	\$5,000	\$0	\$9,000	\$0	\$9,000	\$0	\$9,700	\$0	
2	\$2,500	\$0	\$7,500	\$0	\$8,500	\$0	\$8,500	\$0	
3	\$500	\$0	\$8,500	\$0	\$8,900	\$0	\$9,500	\$0	
4	\$2,000	\$0	\$9,000	\$0	\$9,500	\$0	\$8,800	\$0	
5	\$23,000	\$13,000	\$8,700	\$0	\$8,700	\$0	\$7,000	\$0	
6	\$10,000	\$0	\$4,300	\$0	\$7,300	\$0	\$10,000	\$0	
7	\$25,000	\$15,000	\$6,500	\$0	\$6,500	\$0	\$25,000	\$15,000	
8	\$50,000	\$40,000	\$2,000	\$0	\$5,000	\$0	\$50,000	\$40,000	
9	\$12,500	\$2,500	\$1,900	\$0	\$1,900	\$0	\$35,000	\$25,000	
10	\$3,000	\$0	\$3,600	\$0	\$6,900	\$0	\$9,750	\$0	
11	\$5,000	\$0	\$7,700	\$0	\$7,700	\$0	\$8,800	\$0	
12	\$7,000	\$0	\$8,900	\$0	\$8,900	\$0	\$7,900	\$0	
13	\$2,500	\$0	\$5,500	\$0	\$8,500	\$0	\$8,500	\$0	
14	\$1,000	\$0	\$6,600	\$0	\$6,600	\$0	\$9,800	\$0	
15	\$600	\$0	\$7,350	\$0	\$7,350	\$0	\$9,000	\$0	
<b>Total</b>	<b>\$79,100</b>	<b>\$70,500</b>	<b>\$97,050</b>		<b>\$111,250</b>		<b>\$137,250</b>	<b>\$80,000</b>	
	<b>\$100,000</b>		<b>\$100,000</b>		<b>\$100,000</b>		<b>\$100,000</b>		
	<b>\$0</b>		<b>\$0</b>		<b>\$11,250</b>		<b>\$37,250</b>	<b>\$37,250</b>	
<b>EA</b>		<b>\$70,500</b>		<b>\$0</b>		<b>\$11,250</b>		<b>\$117,250</b>	

(d) All requests for equitable adjustments shall come from the contractor to the TO Contracting Officer and must include a summary of the work performed and pricing using the NTE FFP Rates within Attachment J.3 of this contract. No invoices for equitable adjustments will be approved by the Contracting Officer until the Government and the contractor have reached an agreement on the requested equitable adjustment.

**(End of Clause)**

**B.11 LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) (NFS 1852.232-77) (MAR 1989)**

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

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

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

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

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

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

(4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date

substituted for it, the Contracting Officer shall, upon the contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.

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

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

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

(g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the Authorized TO(s). This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

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

**(End of Clause)**  
**[END OF SECTION]**

**SECTION C****DESCRIPTION/SPECIFICATION/WORK STATEMENT**

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**C.1. STATEMENT OF WORK**

The description of work to be performed under this contract is hereby contained in the Terms and Conditions of this contract, the Attachment J.1 – Performance Work Statement (PWS), and all J.2 – Data Requirements Document Deliverables. All work will be authorized through issuance of NASA Center/Location Task Orders. All task orders are subject to the terms and conditions of this contract and the terms and conditions of the individual task orders.

**(End of Clause)**  
**[END OF SECTION]**

**SECTION D**  
**PACKAGING AND MARKING**

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**D.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this section are hereby incorporated by reference:

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
None included by reference		

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

CLAUSE NUMBER	DATE	TITLE
1852.211-70	Sep 2005	Packaging, Handling, and Transportation

**(End of Clause)**

**D.2 CONTRACT DELIVERIES**

All contract deliveries are to be completed in accordance with NFS 1852.211-70 or as instructed in the TO(s) or Delivery Instructions for Deliverables, or other Terms and Conditions within this contract. If delivery instructions are not indicated, then the delivery is to be made to the Contracting Officer for this contract.

**(End of Clause)**  
**[END OF SECTION]**

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

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**E.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.246-2	Aug 1996	Inspection of Supplies – Fixed Price (Applicable if Gov't orders Supplies)
52.246-4	Aug 1996	Inspection of Services – Fixed Price
52.246-16	Apr 1984	Responsibility for Supplies

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

CLAUSE NUMBER	DATE	TITLE
None included by reference		

(End of Clause)

**E.2 GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS  
(NFS 1852.246-71) (OCT 1988)**

In accordance with the Inspection clause of this contract, the Government intends to perform the following functions at the locations indicated.

Item	Quality Assurance Function	Location
All Services	Final Inspection & Acceptance	All identified TO Locations

(End of Clause)

**E.3 GOVERNMENT SURVEILLANCE PLAN**

A Quality Assurance Surveillance Plan will be developed and implemented by the Contracting Officer's Technical Representative (COTR) and the NASA Center/Location Task Order Managers (TOMs) as a part of the contract/task order administration and monitoring activities conducted to assure that the Government receives products and services that conform to contract/task order requirements. The nature and extent of quality assurance surveillance contemplated in this plan will be based, in part, on the specific content of the contractor's Quality Control Plan.

**(End of Clause)**  
**[END OF SECTION]**

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

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**F.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

CLAUSE NUMBER	DATE	TITLE
52.242-15	Aug 1989	Stop-Work Order
52.247-34	Nov 1991	F.O.B. Destination

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

CLAUSE NUMBER	DATE	TITLE
None Included by Reference		

**(End of Clause)**

**F.2 EFFECTIVE ORDERING PERIOD**

(a) Contract effective ordering period: October 1, 2008 through September 30, 2013.

(b) Included as part of the period of performance of this contract is an initial Phase-in Period, which is hereby authorized to begin as part of the initial NASA enter/Location Task Orders (TO(s)) beginning no sooner than 60 days prior to the period of performance for the those TO(s) and as indicated in those TO(s). Initial TO(s) are those TO(s) with a Period of Performance start date of October 1, 2008. TO(s) with a Period of Performance start date beginning after October 1, 2008, may also include a phase-in period, as appropriate, and as defined in those TO(s), for a period no sooner than 30 days. Phase-in for task orders may only be authorized for the first Task Order for each Center/Location.

**(End of Clause)**

**F.3 OPTION TO EXTEND THE EFFECTIVE ORDERING PERIOD**

Options to extend the F.2 – Effective Ordering Period, are depicted in the table below. The FFP rates for each of the option periods are included in Attachment J.3 – NTE FFP Rates. The negotiated dollar amounts for each option period are contained in Table B.4(c).

OPTION	PERIOD
1	10/01/2013 - 09/30/2014
2	10/01/2014 – 09/30/2015
3	10/01/2015 – 09/30/2016
4	10/01/2016 – 09/30/2017
5	10/01/2017 – 09/30/2018

**(End of Clause)**

**F.4 INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)**

(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 **one (1) year of the end date for the period of performance as shown in Clause F.2.**

(End of Clause)

**F.5 PLACE OF PERFORMANCE**

The contractor shall perform the work under this contract at all identified NASA Center/Locations listed below, and other locations as may be approved in writing by the Contracting Officer(s) or as authorized through the issuance of task orders.

Ames Research Center	Moffett Field, CA
Dryden Flight Research Center	Edwards, CA
Glenn Research Center	Cleveland, OH
Goddard Space Flight Center	Greenbelt, MD
Goddard Institute for Space Studies	New York, N. Y.
Independent Verification and Validation Facility	Fairmont, WV
Johnson Space Center	Houston, TX
Kennedy Space Center	Kennedy Space Center, FL
Langley Research Center	Hampton, VA
Marshall Space Flight Center	Huntsville, AL
Michoud Assembly Facility	New Orleans, LA
NASA Headquarters	Washington, D.C.
Plumbrook Station	Sandusky, OH
Stennis Space Center	Stennis Space Center, MS
Wallops Flight Facilities	Wallops, VA
White Sands Test Facility	Las Cruces, NM

(End of Clause)

**F.6 ACCEPTANCE OF SERVICES**

Provisional acceptance of services performed on this contract will occur every 6 months. This will allow the contractor to liquidate progress payments minus the 6% withheld in accordance with the Retainage provisions contained in Attachment J.10 of this contract.

Final acceptance of services will occur at the conclusion of each performance evaluation determination whereby the contractor will be informed of the amount which may be billed under the Retainage.

**(End of Clause)**

**F.7 PROPERTY ACQUIRED BY THE CONTRACTOR**

(a) The Contractor may be required to acquire, on a recurring basis, supplies and equipment directly related to the security activities encompassed by task order(s) through the issuance of subtasks or through separate task orders. The requirements for such supplies and equipment shall be in accordance with Clause H.3 - Task Ordering Procedures and with the following ordering procedures:

i. Contractor subtask proposals shall include labor hours only for subtask related service activities, such as the installation, maintenance, repair and/or replacement of any security related equipment and supplies. A Material Handling Fee, not to exceed 5% of the price of non-labor items, may be applied to reimburse the contractor for acquiring items on behalf of the Government.

ii. The contractor shall submit a subtask price proposal that includes supporting documentation, such as competitive quotes, which enable the Contracting Officer's determination of price reasonableness based on the submitted documentation.

iii. In emergency situations, the Contracting Officer may provide a written authorization (through e-mail), with a not-to-exceed amount for a specific subtask, followed by a written order within 5 business days.

(b) All property acquired under this special provision of the contract shall be deemed to be a contract deliverable and title shall pass to the Government when the items are placed in service or when the contractor is entitled to be reimbursed, whichever is first. In addition, the clause at NFS 1852.245-70 requires the contractor to request approval for the acquisition of property. This applies to replacement of Government furnished property, should that property require replacement. The Contracting Officer may provide an equitable adjustment in accordance with the FAR clause at 52.245-1 - Government Property. This adjustment may or may not include replacement of the property. When the Government elects to reimburse the contractor for replacement property, that replacement property shall also be deemed to be a contract deliverable and title shall pass to the Government when the items are placed in service or when the contractor is entitled to be reimbursed, whichever is first.

**(End of Clause)**

**[END OF SECTION]**

**SECTION G****CONTRACT ADMINISTRATION DATA****G.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
None included by reference		

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.227-70	May 2002	New Technology
1852.223-71	Dec 1998	Frequency Authorization
1852.227-86	Dec 1987	Commercial Computer Software Licensing
1852.242-71	Dec 1988	Travel Outside of the United States
1852.242-72	Aug 1992	Observance of Legal Holidays--or as depicted in TO(s)
1852.245-73	Oct 2003	Financial Reporting of NASA Property in Custody of Contractors {(b)(3) Insert – to each TO IPO}

**(End of Clause)****G.2 CONTRACT ADMINISTRATION - GENERAL****(a) Points of Contact (POC):**

NSSC Contracting Officer (CO):

Name – Teri Osabutey  
Phone Number – 228-813-6273

NSSC Contracting Officer's Technical Representative:

Name – William Morrison  
Phone Number – TBD

Agency Industrial Property Officer:

Name – Sherry Pollock  
Phone Number – 301-286-8965

Task Order Contracting Officer:	To be specified in TO(s)
Task Order Manager (TOM):	To be specified in the TO(s)
Task Order Center Chief of Security (CCS):	To be specified in the TO(s)
Task Order Industrial Property Officer (IPO):	To be specified in the TO(s)
Task Order Ombudsman:	To be specified in the TO(s)

(b) Order for Resolving Contract/TO Issues: In accordance with clause H.3 – Task Ordering Procedures, The Center Contracting Officers have authority to issue TO(s). All issues concerning the performance of a task order will be resolved at the TO level. Order resolving issues at the TO level should be as follows: TOM, CO for the TO, and TO Ombudsman.

(c) TO Key Personnel: Each TO shall identify the TO Program Manager and the Contracts Administrator, providing their name, phone number, address, and e-mail.

(d) Order of Precedence between NPSC and TO(s): Notwithstanding FAR 52.215-8 – Order of Precedence, discrepancies between the NPSC and the TO(s) may occur. While TOs share many standard conventions, there are important differences between individual TOs, which reflect the unique requirements of each Center/Location and are described in paragraph 5 of the TO. Therefore, if there are any discrepancies between Section 5 of the PWS in the contract and in Section 5 in a TO, the TO shall govern.

(e) Wage Determinations and Contractor Bargaining Agreements (CBAs): All Wage Determinations and CBAs shall be included in the TO(s), as applicable, and updates for incorporation will be provided by the Contracting Officer's identified in the TO(s).

In accordance with FAR clauses 52.222-41 and -43, the J.3 NTE Firm Fixed-Price Rates will be adjusted to incorporate wage determination updates upon a request from the contractor, which shall include all affected area wage determination updates. The Government contemplates making these adjustments annually at the anniversary date of the contract. Any rate changes to the contract, as a result of wage determination updates, will not be retroactive for the prior year(s) and no

retroactive prior year adjustments will be made to TO(s) or to the contract. Furthermore, the Government expects that the contractor would make any requests for adjustment, due to wage determination updates, in a timely fashion to enable negotiation and forward pricing adjustments to be made for each affected year, prior to work performance for that year.

Also, in accordance with the FAR clauses, the rates may be updated, upon the contractor's request, for any changes to the CBAs that occur during the performance of the contract. These requests may be made at any time as those CBAs are changed.

Any rate changes to the contract, as a result of CBA updates, may be retroactive and may require, at the contractor's request, retroactive adjustments to the TO(s). All requests from the contractor shall include sufficient data for evaluation by the Government to substantiate any rate adjustments to the contract.

**(End of Clause)**

**G.3 CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED PROPERTY (NFS 1852.245-70) (DEVIATION)**

(a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement.

(b)(1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—

- (i) Justify the need for the property;
- (ii) Provide the reasons why contractor-owned property cannot be used;
- (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
- (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
- (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.

(c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.

(d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at 52.245-1, Government Property.

#### **ALTERNATE I (DEVIATION)**

(e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

**(End of Clause)**

#### **G.4 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (DEVIATION)**

(a) The Government property described in **paragraph (c) of this clause** shall 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. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following additional responsibilities associated with property use:

<b>Requirement</b>	<b>Title</b>
FAR 52.245-1 (Alt I) (June 2007)	Liability for Loss or Destruction
NPR 4100.1 (Current Version)	NASA Materials Inventory Management Manual
NPR 4200.1 (Current Version)	NASA Equipment Management Manual
NPR 4200.2 (Current Version)	NASA Equipment Management Procedures and Guidelines for Property Custodians
NPR 4300.1 (Current Version)	NASA Personal Property Disposal Procedures and Guidelines
Additional Items to be Identified in NASA Center/Location Task Orders	

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

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

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

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

(ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.

(iii) The Contractor shall establish a record of the property as required by FAR 52.245-1, Government Property, and furnish to the Industrial Property Officer a DD Form 1149, Requisition and Invoice/Shipping Document, (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the Contractor. The Contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the Contracting Officer and notification of the Industrial Property Officer. The property shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property, until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by contractors.

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

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

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

<u>Description</u>	<u>Number</u>
{i.e., ODIN SEATS – Computer, IT Services, phone }	<b><u>To Be Proposed by Offeror in TOs</u></b>
<u>NASA will Provide Contractor Work Space {examples: Visitor Control/Badging area, Key Rooms, Command Centers, General Work Space, etc. }</u>	<b><u>To Be Listed in TOs</u></b>

(2) Office furniture.

\_\_\_(3) Property listed in \_\_\_ [Insert attachment number or "not applicable" if no equipment is provided].

(ii) 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 as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

\_\_\_ (4) Supplies from stores stock. *(To be authorized in Task Orders if applicable)*

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

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

\_\_\_ (7) Installation service facilities. [To be provided in Task Orders].

\_\_\_ (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

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

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

\_\_\_ (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

**Installation-Accountable Government Property (1852.245-71) (ALT I)**  
***{To Be Included in Center/Location Task Orders as Applicable}***

(b)(1)(i) The Contractor shall not utilize the installation's central receiving facility for receipt of contractor-acquired property. However, the Contractor shall provide listings suitable for establishing accountable records of all such property received, on a monthly basis, to the SEMO.

**(End of Clause)**

**G.5 LIABILITY FOR GOVERNMENT PROPERTY FURNISHED FOR REPAIR  
OR OTHER SERVICES (NFS 1852.245-72) (DEVIATION)**

(a) This clause shall govern with respect to any Government property furnished to the Contractor for repair or other services that is to be returned to the Government. Such property, hereinafter referred to as "Government property furnished for servicing," shall not be subject to FAR 52.245-1, Government Property.

(b) The official accountable recordkeeping and financial control and reporting of the property subject to this clause shall be retained by the Government. The Contractor shall maintain adequate records and procedures to ensure that the Government property furnished for servicing can be readily accounted for and identified at all times while in its custody or possession or in the custody or possession of any subcontractor.

(c) The Contractor shall be liable for any loss, damage, or destruction of the Government property furnished for servicing when caused by the Contractor's failure to exercise such care and diligence as a reasonable prudent owner of similar property would exercise under similar circumstances, or when sustained while the property is being worked upon and directly resulting from that work, including, but not limited to, any repairing, adjusting, inspecting, servicing, or maintenance operation. The Contractor shall not be liable for loss, damage, or destruction of Government property furnished for servicing resulting from any other cause except to the extent that the loss, damage, or destruction is covered by insurance (including self-insurance funds or reserves).

(d) In addition to any insurance (including self-insurance funds or reserves) carried by the Contractor and in effect on the date of this contract affording protection in whole or in part against loss, damage, or destruction of such Government property furnished for servicing, the amount and coverage of which the Contractor agrees to maintain, the Contractor further agrees to obtain any additional insurance covering such loss, damage, or destruction that the Contracting Officer may from time to time require. The requirements for this additional insurance shall be effected under the procedures established by the Changes clause of this contract.

(e) The Contractor shall hold the Government harmless and shall indemnify the Government against all claims for injury to persons or damage to property of the Contractor or others arising from the Contractor's possession or use of the Government property furnished for servicing or arising from the presence of that property on the Contractor's premises or property.

**(End of Clause)**

**G.6 IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT  
(NFS 1852.245-74) (DEVIATION)**

(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 Handbook). This includes deliverable equipment listed in the schedule and other equipment when NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

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

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

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

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

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

(e) The data required in paragraphs (c) and (d) shall be delivered to: each TO IPO.

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

**(End of Clause)**

#### **G.7 PROPERTY MANAGEMENT CHANGES (NFS 1852.245-75) (DEVIATION)**

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

- (1) Employs a standard that allows increase in thresholds or changes the timing for reporting loss, damage, or destruction of property;
- (2) Alters physical inventory timing or procedures;
- (3) Alters recordkeeping practices;
- (4) Alters practices for recording the transport or delivery of Government property; or
- (5) Alters practices for disposition of Government property.

(b) The Contractor shall contact the IPO at: Goddard Space Flight Center:  
Ms. Sherry Pollock – 301-286-8965

**(End of Clause)**

#### **G.8 LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (NFS 1852.245-77) (DEVIATION)**

For performance of work under this contract, the Government will make available Government property identified below or in **Attachment D - Table D.1 of the Task Orders** of this contract on a no-charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services. The Contractor shall use this property in the performance of this contract at **Places of Performance identified in the Task Orders** and at other location(s) as may be approved by the Contracting Officer.

**(End of Clause)**

#### **G.9 PAYMENT AND SUBMISSION OF INVOICES**

(a) Invoices shall be prepared and submitted on a monthly basis in accordance with the Prompt Payment Act (USC, Title 31, 3903(a)) and OMB Circular A-125, Prompt Payment and in accordance with FAR clause 52.232-16 – Progress Payments. Accuracy of all invoices is extremely important. Noted invoice discrepancy(s) by the Government during any monthly processing periods, will be subject to rejection.

- (b) Individual Task Orders will identify the billing office and address.
- (c) In accordance with DRD, Monthly Task Order Summary Report, the contractor shall submit a monthly task order summary, which shall also include a summary of all invoices.
- (d) At a minimum, the following information shall be included with all invoices:
- (i) Contractor Name and Address
  - (ii) Contract Number
  - (iii) Task Order Number and revision number
  - (iv) Invoice Number and Date
  - (v) Task Order Period of Performance
  - (vi) Period of Performance Invoice
  - (vii) Any calculations and/or formulas used to calculate the invoice amount
- (e) Payment will be made to the contractor based on the receipt of a proper invoice.
- (f) The contractor shall submit a separate invoice at the time of final acceptance in accordance with the Performance Retainage Plan and provisions of this contract, at the conclusion of the evaluation process and receipt of notice from the Contracting Officer on the amount that may be invoiced.
- (g) To effect EFT payments, the contractor shall include the following information on the first TO invoice to each NASA Center/Location and any future invoices if the requested information is changed: the name, address and nine digit Routing Transit Number of the contractor's financial agent; the contractor's account number and type of account (checking, savings, or lockbox); and the name, title, telephone number and signature (manual or electronic, as appropriate) of official authorized to provide this information. In accordance with FAR 32.9, failure to include this information may result in rejection of the invoice as improper.
- (h) For invoices for which the contractor will offer a discount for prompt payment, the contractor shall clearly mark the outside of the envelope "DISCOUNT FOR PROMPT PAYMENT." The final invoice shall be marked "FINAL." All invoices shall include the contractor's Taxpayer Identification Number (TIN) and all other required payment information.

**(End of Clause)**

**G.10 PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (1852.245-78)  
(DEVIATION)**

(a) In addition to physical inventory requirements under the clause at FAR 52.245-1, Government Property, the Contractor shall conduct annual physical inventories for individual property items with an acquisition cost exceeding \$100,000.

- (1) The Contractor shall inventory –

- (i) Items of property furnished by the Government;
- (ii) Items acquired by the Contractor and titled to the Government under the clause at FAR 52.245-1;
- (iii) Items constructed by the Contractor and not included in the deliverable, but titled to the Government under the clause at FAR 52.245-1; and
- (iv) Complete but undelivered deliverables.

(2) The Contractor shall use the physical inventory results to validate the property record data, specifically location, condition and use status, and to prepare summary reports of inventory as described in paragraph (c) of this clause.

(b) Unless specifically authorized in writing by the NASA Industrial Property Officer (IPO), the inventory shall be performed and posted by individuals other than those assigned custody of the items, responsibility for maintenance, or responsibility for posting to the property record. The Contractor may request a waiver from this separation of duties requirement from the NASA IPO, when all of the conditions in either (1) or (2) below are met.

(1) The Contractor utilizes an electronic system for property identification, such as a laser bar-code reader or radio frequency identification reader, and

- (i) The programs or software preclude manual data entry of inventory identification data by the individual performing the inventory; and
- (ii) The inventory and property management systems contain sufficient management controls to prevent tampering and assure proper posting of collected inventory data.

(2) The Contractor has limited quantities of property, limited personnel, or limited property systems; and,

- (i) The Contractor provides written confirmation that the Government property exists in the recorded condition and location; and
- (ii) The items continue to be used exclusively for performance of the contract or as otherwise authorized by the Contracting Officer.

(3) The Contractor shall submit the request to the cognizant property administrator and obtain approval from the IPO prior to implementation of the practice.

(c) The Contractor shall report the results of the physical inventory to the property administrator and the NASA Industrial Property Officer within 10 calendar days of completion of the physical inventory. The report shall –

- (1) Provide a summary showing number and value of items inventoried; and
- (2) Include additional supporting reports of –

- (i) Loss, damage or destruction, in accordance with the clause at 52.245-1, Government Property;
- (ii) Idle property available for reuse or disposition; and
- (iii) A summary of adjustments made to location, condition, status, or user as a result of the physical inventory reconciliation.

(d) The Contractor shall retain all physical inventory records, including records of all transactions associated with inventory reconciliation. All records shall be subject to Government review and/or audit.

**(End of Clause)**

**G.11 OCCUPANCY MANAGEMENT REQUIREMENTS (NFS 1852.245-82)  
(DEVIATION)**

(a) In addition to the requirements of the FAR Government Property Clause (FAR 52.245-1) the Contractor shall comply with the following in performance of work in and around Government real property:

- (1) NPD 8800.14, Policy for Real Property Management
- (2) NPR 8831.2, Facility Maintenance Management
- (3) (Insert any occupancy and real property related Center requirements here – to be provided, as applicable in the Center/Location Task Orders)

(b) The Contractor shall obtain the written approval of the Contracting Officer before installing or removing Contractor-owned property onto or into any Government real property or when movement of Contractor-owned property may damage or destroy Government-owned property. The Contractor shall restore damaged property to its original condition at the Contractor's expense.

(c) The Contractor shall not acquire, construct or install any fixed improvement or structural alterations in Government buildings or other real property without the advance, written approval of the Contracting Officer. Fixed improvement or structural alterations, as used herein, means any alteration or improvement in the nature of the building or other real property that, after completion, cannot be removed without substantial loss of value or damage to the premises. Title to such property shall vest in the Government.

(d) The Contractor shall report any real property or any portion thereof when it is no longer required for performance under the contract, as directed by the Contracting Officer.

**(End of Clause)**

**G.12 RECORDS MANAGEMENT**

This contract contains records management compliance requirements involving creation or maintenance of Federal records. The contractor shall identify, select, preserve, and protect records including temporary records, permanent records, and vital records against loss, theft, unauthorized release or change, as well as dangers posed by armed conflict, natural and human-made disasters, or other emergencies in accordance with NPD 1440.6G NASA Records Management. This protection will ensure continuity of operations during and after an emergency, enabling the Agency to perform emergency preparedness and national security activities. The contractor shall also preserve, maintain, and dispose of NASA records in accordance with NPR 1441.1, NASA Records Retention Schedules. The contractor shall implement and maintain a records management program to assure all contractual requirements

have been met and maintain appropriate coordination with customers, Emergency Preparedness Officers, Agency and Center records liaison offices, and records managers. The contractor shall submit a file plan in accordance with DRD- File Plan (Summary of Holdings) report.

**(End of Clause)**

### **G.13 POLICY DIRECTIVES, PROCEDURES, AND GUIDELINES**

The contract, including the statement of work, references numerous NASA Policy Directives (NPDs), NASA Procedural Requirements (NPRs) Policy Directives (PDs) and other guidelines/standards requirements. The contractor shall follow the most current version of such requirements during the performance of this contract. The Government does not anticipate most updates to these requirements to cause an increase in cost to the contractor. However, should such a change cause an increase in the price of a task order, the contractor is entitled to request an equitable adjustment. The contractor shall notify the Contracting Officer immediately, prior to incurring any such costs.

**(End of Clause)**  
**[END OF SECTION]**

**SECTION H****SPECIAL CONTRACT REQUIREMENTS****H.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE****I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
None included by reference		

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
1852.208-81	Nov 2004	Restrictions on Printing and Duplicating
1852.223-70	Apr 2002	Safety and Health
1852.223-75	Feb 2002	Major Breach of Safety or Security
1852.225-70	Feb 2000	Export License

**(End of Clause)****H.2 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

This contract incorporates Section K, Representations, Certifications, and Other Statements of Offerors, as set forth in the contractor's proposal [Government will fill in upon selection of successful Offeror] \_\_\_\_\_ dated \_\_\_\_\_, by reference, with the same force and effect as if it were given in full text.

**(End of Clause)****H.3 TASK ORDERING PROCEDURES (NFS 1852.216-80) (ALT I) (OCT 1996)**

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

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

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

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

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

(c) Within 5 calendar days after receipt of the Contracting Officer's request, the contractor shall submit a task plan conforming to the request.

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

(1) Date of the order.

(2) Contract number and order number.

(3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.

4) Performance standards, and where appropriate, quality assurance standards.

(5) Maximum dollar amount authorized (cost and fee or price). This includes allocation of award fee among award fee periods, if applicable.

(6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.

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

(8) If contract funding is by individual task order, accounting and appropriation data.

(e) The contractor shall provide acknowledgment of receipt to the Contracting Officer within 1 calendar days after receipt of the task order.

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

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

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

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

- (1) Contract number, task order number, and date of the order.
- (2) Task ceiling price.
- (3) Cost and hours incurred to date for each issued task.
- (4) Costs and hours estimated to complete each issued task.
- (5) Significant issues/problems associated with a task.
- (6) Cost summary of the status of all tasks issued under the contract.

**(End of Clause)**

#### **H.4 KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MAR 1989)**

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

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

(c) The list of personnel and/or facilities (shown below or as specified in the TO(s)) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities. Note: Key Personnel are included below at the Contract Level, and Additional Key Personnel are included in the TO(s).

<b>Key Personnel*</b>	<b>Title*</b>

{\*To be filled in by Offeror}

**(End of Clause)**

## H.5 CORPORATE NOTIFICATIONS

Unless otherwise directed through requirements within this contract, the contractor shall notify the Contracting Officer of the following issues as they are identified:

- (a) Changes to Corporate Offices or Officers
- (b) Payroll issues
- (c) Indications of Company Instability
- (d) Any other issues that may impact contract performance

**(End of Clause)**

## H.6 ASSOCIATE CONTRACTOR AGREEMENT (ACA)

(a) To facilitate the success of NASA's Mission, the contractor shall identify associate contractors and establish ACAs for coordination and exchange of information with those associate contractors at each of the NASA Center/Locations. At a minimum, associate contractors shall be those which provide the following services:

(1) Facilities support such as maintenance and operations, repair, design and construction services, and special events support.

(2) Logistics support such as supply management, moving and hauling services, space utilization and move coordination, property management, redistribution and utilization, packaging and shipping services, in-bound freight services, vehicle fleet management operations, and special support services.

(3) Custodial support such as janitorial and special events.

(4) Environmental support such as environmental compliance, regulatory reporting, identification and implementation of environmental goals, and implementation of an environmental management system.

(5) Information Technology support such as providing desktop computers, telephones, and networks and the associated services.

(b) The contractor shall establish the means for coordination and exchange of information with associate contractors. The information to be exchanged shall be that required by the associate contractors in the execution of their respective contract requirements. The contractor shall pursue and foster cooperative efforts and goodwill in a manner that will benefit NASA with increased safety, efficiency, and productivity.

(c) Given the unique role of this contract for supporting other entities at the NASA Center/Locations, the contractor shall engage in cooperative relationships that facilitate effective management of overall operations at the various contract performance locations.

(d) The contractor shall establish formal guidelines with the associate contractors to address coordination, cooperation, and communication. The contractor shall establish the means for the exchange of such data and communications as needed in order to keep all program/project elements fully informed, and minimize Government involvement.

**(End of Clause)**

#### **H.7 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)**

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

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**(End of Clause)**

#### **H.8 GOVERNMENT PREMISES – PHYSICAL AND LOGICAL ACCESS AND**

## COMPLIANCE WITH PROCEDURES

(a)(1) The contractor must apply for NASA Personal Identity Verification (PIV) credential issued by the Security Office for those employees that will be employed by the contractor and that will be resident or access NASA locations, or NASA cyber resources for more than six (6) months. The PIV credentials will be issued for no longer than the applicable contract period in effect at the time, not to exceed 5-years, and will require renewal for each subsequent contract period within which the contractor employee will be employed. Based on NASA policies and procedures for background investigations and position risk/sensitivity determination, a minimum of National Agency Check with Written Inquiries (NACI) will be required for credential renewal. Other contractor personnel who are to be at the location(s) or will be accessing NASA cyber resources for less than six (6) months are to be identified by the contractor for approval and registered on an access list under the control of the Security Office. All personnel must conspicuously display the PIV credential above the waistline on the outermost garment, and must comply with any and all requirements applicable to PIV credential in effect at the location. In accordance with FAR 52.204-9, Personal Identity Verification of contractor Personnel, the contractor shall follow the steps prescribed in **Attachment J.4** – Personal Identification Verification for Contractor Personnel (PIV) Card Issuance, to apply for each contract employee (prime and subcontractor) who shall have physical access to a NASA-controlled facility (also referred to as “onsite”) or access to a Federal information system. (2) Visits by foreign nationals to, for, or on behalf of the contractor, are restricted and must be necessary for the performance of the contract and concurred in by the Contracting Officer or by the Contracting Officer’s Technical Representative. Approval of such visits must be approved in advance in accordance with NASA Procedural Requirements, NPR 1371.2A, Procedural Requirements for Processing Requests for Access to NASA Installations or Facilities by Foreign Nationals or U.S. Citizens Who are Reps of Foreign Entities w/Change 1 (3/29/04); and NASA Policy Directive, NPD 1371.5A, Coordination and Authorization of Access by Foreign Nationals and Foreign Representatives to NASA (Revalidated 3/29/04), <http://nodis.hq.nasa.gov>. The contractor may get further information about visits by foreign nationals by contacting the NASA Headquarters International Visits Coordinator located in the Headquarters Security Office. (3) Access to the locations may be changed or adjusted in response to threat conditions or special situations.

(b) While on Government premises, the contractor shall comply with requirements governing the conduct of personnel and the operation of the locations. These requirements are set forth in NASA-wide or installation directives, and procedural requirements, and announcements that can be found at <http://nodis.hq.nasa.gov>, and/or which will be provided to the contractor as necessary by the Contracting Officer’s Technical Representative, the Contracting Officer, or the NASA Centers/Location’s Chief of Security.

(c) The contractor may not use official Government envelopes or other Government identified mailing containers bearing any sort of Government insignia, such as "eagle" emblems, in lieu of postage stamps or mailing envelopes or containers bearing NASA logos. The contractor also may not use the Government mail system to mail anything outside of the

Headquarters locations. Contractors found in violation could be liable for a fine of \$300 per piece of indicia mail used. Otherwise, the contractor is allowed to use the internal NASA Center/Location interoffice mail system to send documents within the location to the extent necessary for purposes of implementing the terms and conditions of this contract and communicating contract related business to its employees at the locations, and to communicate contract related business to NASA officials, including, but not limited to, the Contracting Officer, the Contracting Officer's Technical Representative, the TOMs, and other NASA officials, if necessary for the performance of this contract.

**(End of Clause)**

#### **H.9 CONTRACTOR ACCESS AND CHECKOUT PROCEDURE TO NASA INSTALLATIONS**

(a) The contractor shall obtain an identification badge for all contractor personnel who make frequent visits to or perform work on the NASA Centers/Locations cited in the contract and authorized through the task order. Contractor personnel are required to wear or prominently display identification while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the Center Task Order Manager (TOM), listing the following: contract/task order number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the NASA installation. The letter will also specify the individual(s) authorized to sign for a request for NASA installation identification credentials or vehicle passes. The TOM will concur on the request and forward it to the issuing office for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and additional information as required by NASA installation security procedures to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of identification badges and/or vehicle passes for any employee who no longer requires access to the work site.

(d) NASA requirements related to such issues as physical access, badging, Government property and premises may vary according to the NASA installation. Additional instructions may be included in task order; however it shall be the contractor's responsibility to inquire about and adhere to all regulations and policies associated with working at any NASA location. The contractor shall contact the Center TOM for information about whom to contact for additional details regarding specific location requirements.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all identification badges, keys, vehicle decals and Government property issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

**(End of Clause)**

#### **H.10 GOVERNMENT PROPERTY PROVIDED UNDER FAR 52.245-2**

The task orders issued pursuant to this contract may list property provided in “as is” condition pursuant to FAR 52.245-2 – Government Property Installation Operation Services. The Government recognizes there may not have been adequate time to inspect this property prior to the submission of proposals and; therefore, will allow the contractor to inspect such property during the phase-in period of each Center/Location task order. Based upon this inspection, the contractor may submit an equitable adjustment for property being provided pursuant to FAR 52.245-2, if the condition of the property differs from the assumptions made about the property as part of the contractor’s proposal. Any claim for equitable adjustment to “as is” property must demonstrate that the assumptions about the property in the contractor’s proposal differ from the condition of the property at the time of the inspection. NASA will not accept any equitable adjustment from the contractor under this provision of the contract once the phase-in period for each Center/Location Task Order has been completed.

**(End of Clause)**

#### **H.11 REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT**

The FAR Clause 52.222-44, Service Contract Act of 1965, as amended, shall apply to the contract. The contractor and subcontractors (if applicable) will be required to compensate the employees engaged in performance of this contract at wage rates (including fringe benefits) at least equal to the rates prescribed in the attached Department of Labor, SCA Wage Determination (See Section J, Attachment J.5).

**(End of Clause)**

## H.12 NATIONAL LABOR RELATIONS ACT

(a) The contractor shall be required to comply with the requirements of the National Labor Relations Act. Some of the service employees are represented by the following collective bargaining representative (Union): A list of collective bargaining agreements and unions at all locations is delineated: **AS APPLICABLE – DATA TO BE INCLUDED IN TO(s)**

(b) As a Government contracting activity, NASA recognizes the rights afforded these individuals by the National Labor Relations Act. Therefore, the contractor agrees to maintain practices that are in compliance with these mandatory provisions of law.

**(End of Clause)**

## H.13 SAFETY AND HEALTH PLAN

The contractor's Safety and Health Plan is incorporated into the contract in Attachment J.19 and shall comply with the instructions contained in DRD SA-002.

**(End of Clause)**

## H.14 DOCUMENTATION REQUIREMENTS

(a) Data Requirements: Requirements for technical or management information are imposed on the contractor through the use of Data Requirements Descriptions (DRDs), which are included as Attachment J.2 in Section J. Each 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 to administer this contract.

(b) Contractor Data Management: The contractor shall establish a data management system or utilize the contractor's existing data management system 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) Data Reviews: The contractor, upon request, shall participate in periodic reviews of contract data requirements for maintaining current DRD requirements. This assistance shall include identification of additional data items and recommendations for deletions considered appropriate in consonance with requirements to be performed under this contract.

(d) 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.

**(End of Clause)**

### H.15 SMALL DISADVANTAGED BUSINESS PARTICIPATION – CONTRACT TARGET

This clause does not apply to SDB contractors unless the SDB has waived the price evaluation adjustment factor by completing paragraph (c) of FAR clause 52.219-23, "Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns."

(a) FAR 19.1202-4(a) requires that SDB subcontracting target be incorporated in the contract. Target for this contract are listed below and the following is noted: North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce and listed at:

<http://www.arnet.gov/Reference/sdbadjustments.htm>.

(b) In accordance with the requirements of FAR 19.1202-4 SDB concerns are required to be specifically identified. As depicted in Attachment J.20, Table 2, the list shall be provided by the contractor in format shown below:

Company Name	Target	Actuals		WBS number and description of work scope.	NAICS Industry
	Dollars	Percentage of total contract value	Dollars		
<b>Totals</b>					

**(TO BE FILLED IN BY OFFEROR)**

(c) The contractor shall notify the Contracting Officer 30 days prior to any substitutions of firms that are not SDB concerns and the list shall be updated through a no cost administrative change to this contract upon the Contracting Officer concurrence with the Change.

(d) If as part of the proposal process, the contractor is an SDB and has waived the price evaluation adjustment, the target for the work it intends to perform shall be as follows:

**(TO BE PROPOSED BY OFFEROR)**

Dollars	Percent of Contract Value

**(End of Clause)**

**H.16 SMALL BUSINESS COMMITMENT**

- (a) A Small Business Commitment Table, as depicted in Attachment J.20, shall be included as part of the Small Business Plan (Attachment J.13).
- (b) The contractor shall notify the NSSC Contracting Officer 30 days prior to any substitutions of firms that are not SB concerns and the list shall be updated within the plan through a no cost administrative change.

**(End of Clause)**  
**[END OF SECTION]**

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**PART II – CONTRACT CLAUSES**


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**SECTION I**
**CONTRACT CLAUSES**


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**I.1 LISTING OF CLAUSES INCORPORATED BY REFERENCE**

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 these addresses:

FAR Clauses: <http://www.arnet.gov/far/>

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

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.202-1	Jul 2004	Definitions
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restriction on Subcontractor Sales to the Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Sep 2005	Limitation on Payments to Influence certain Federal Transactions
52.204-2	Aug 1996	Security Requirements
52.204-4	Aug 2000	Printing or Copying Double-Sided on Recycled Paper
52.204-7	Jul 2006	Central Contractor Registration
52.204-9	Nov 2006	Personal Identity Verification of Contractor Personnel

<b>CLAUSE NUMBER</b>	<b>DATE</b>	<b>TITLE</b>
52.209-6	Sep 2005	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-15	Sep 1990	Defense Priority and Allocation Requirements
52.215-8	Oct1997	Order of Precedence-Uniform Contract Format
52.215-21	Oct 1997	Requirements for Cost or Pricing Data Other Than Cost or Pricing Data - Modifications
52.219-4	July 2005	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
52.219-8	May 2004	Utilization of Small Business Concern
52.219-9	Sep 2006	Small Business Subcontracting Plan (Alt II) (Oct 2001)
52.219-16	Jan 1999	Liquated Damages- Subcontracting Plan
52.219-25	Oct 1999	Small Disadvantaged Business Participation Program- Disadvantaged Status and Reporting
52.219-28	Jun 2007	Post-Award Small Business Program Representation
52.222-1	Feb 1997	Notice to the Government of Labor Disputes
52.222-3	Jun 2003	Convict Labor
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans

CLAUSE NUMBER	DATE	TITLE
52.222-39	Dec 2004	Notification of Employee Rights Concerning Payment of Union Dues or Fees - National Labor Relations Board, Division of Information; 1099 14th Street, N.W.; Washington, DC 20570 1-866-667-6572 or 1-866-316-6572 (TTY); To locate the nearest NLRB office, see NLRB's website at <a href="http://www.nlr.gov">http://www.nlr.gov</a> (2) Download a copy of the poster from the Office of Labor-Management Standards website at <a href="http://www.olms.dol.gov">http://www.olms.dol.gov</a>
52.222-41	Jul 2005	Service Contract Act of 1965, As Amended
52.223-5	Aug 2003	Pollution Prevention and Right-to-Know Information (ALT I & II) (Aug 2003)
52.223-6	May 2001	Drug-Free Workplace
52.223-10	Aug 2000	Waste Reduction Program
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.223-13	Aug 2003	Certification of Toxic Chemical Release Reporting
52.223-14	Aug 2003	Toxic Chemical Release Reporting
52.225-3	Nov 2006	Buy American Act – Free Trade Agreement – Israeli Trade Act
52.225-13	Feb 2006	Restrictions on Certain Foreign Purchases
52.227-1	Jul 1995	Authorization and Consent
52.227-2	Aug 1996	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	Jun 1987	Rights In Data-General
52.227-16	Jun 1987	Additional Data Requirements
52.228-5	Jan 1997	Work on a Government Installation
52.229-3	Apr 2003	Federal, State, and Local Taxes
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payment

CLAUSE NUMBER	DATE	TITLE
52.232-9	Apr 1984	Limitation on Withholdings of Payments
52.232-11	Apr 1984	Extras
52.232-16	Apr 2003	Progress Payments {Insert: 85 in place of 80 throughout the clause and insert: 30 <sup>th</sup> in (I)}
52.232-17	Jun 1996	Interest
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2003	Prompt Payment
52.232-34	May 1999	Payment by Electronic Funds Transfer – Other than Central Contractor Registration
52.233-1	Jul 2002	Disputes – with (Alt I) (Dec 1991)
52.233-3	Aug 1996	Protest After Award with (Alt I) (Jun 1985)
52.233-4	Oct 2004	Applicable Law for Breach Contract Claim
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-13	Jul 1995	Bankruptcy
52.243-1	Aug 1987	Changes Fixed-Price (Alternate I) (APR 1984)
52.244-6	Mar 2007	Subcontracts for Commercial Items
52.245-1	Jun 2007	Government Property (Alternate 1) (Jun 2007)
52.245-2	Jun 2007	Government Property Installation Operation Services (Insert “Listed as 1852.245-77 Property within Attachment to Task Orders” in Paragraph “(e)”) ”
52.245-9	Jun 2007	Use and Charges
52.246-25	Feb 1997	Limitation of Liability-Services
52.249-2	May 2004	Termination for Convenience of the Government (Fixed Price)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.251-1	Apr 1984	Government Supply Sources
52.253-1	Jan 1991	Computer Generated Forms

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

CLAUSE NUMBER	DATE	TITLE
1852.203-70	Jun 2001	Display of Inspector General Hotline Posters
1852.209-72	Dec 1988	Composition of the contractor
1852.219-74	Sep 1990	Use of Rural Area Small Businesses
1852.219-75	May 1999	Small Business Subcontracting Reporting
1852.219-76	Jul 1997	NASA 8 Percent Goal
1852.223-74	Mar 1996	Drug-and-Alcohol-Free Workforce
1852.227-14	Jun 1987	Rights in Data – General ** Modifies FAR Clauses**
1852.237-70	Dec 1988	Emergency Evacuation Procedures
1852.237-72	Jun 2005	Access to Sensitive Information
1852.237-73	Jun 2005	Release of Sensitive Information
1852.242-71	Dec 1988	Travel Outside the United States
1852.242-78	Apr 2001	Emergency Medical Services and Evacuation

**(End of Clause)**

**I.2 APPROVAL OF CONTRACT (FAR 52.204-1) (DEC 1989)**

This contract is subject to the written approval of the NASA Assistant Administrator for Procurement and shall not be binding until so approved.

**(End of Clause)**

**I.3 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (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 10 years – effective ordering period.

**(End of Clause)**

**I.4 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the Order 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. **(APPLICABLE ADDITIONAL DATA FOR THIS CLAUSE WILL IN THE TO(s))**

**(End of Clause)**

**I.5 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT –  
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)  
(FAR 52.222-43) (NOV 2006)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple-year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor until the expiration of 3 years after final payment under the contract.

**(End of Clause)**

#### **I.6 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

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

**(End of Clause)**

**1.7 SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75)  
(SEP 1989)**

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

**(End of Clause)**

**I.8 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION  
TECHNOLOGY RESOURCES (NFS 1852.204-76) (MAY 2007)**

(a) The contractor shall be responsible for information and information technology (IT) security when –

(1) The contractor or its subcontractors must obtain physical or electronic (i.e., authentication level 2 and above as defined in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-63, Electronic Authentication Guideline) access to NASA's computer systems, networks, or IT infrastructure; or

(2) Information categorized as low, moderate, or high by the Federal Information Processing Standards (FIPS) 199, Standards for Security Categorization of Federal Information and Information Systems is stored, generated, processed, or exchanged by NASA or on behalf of NASA by a contractor or subcontractor, regardless of whether the information resides on a NASA or a contractor/subcontractor's information system.

(b) IT Security Requirements –

(1) Within 30 days after contract award, a Contractor shall submit to the Contracting Officer for NASA approval an IT Security Plan, Risk Assessment, and FIPS 199, Standards for Security Categorization of Federal Information and Information Systems, Assessment. These plans and assessments, including annual updates shall be incorporated into the contract as compliance documents:

(i) The IT system security plan shall be prepared consistent, in form and content, with NIST SP 800-18, Guide for Developing Security Plans for Federal Information Systems, and any additions/augmentations described in NASA Procedural Requirements (NPR) 2810, Security of Information Technology. The security plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standards (FIPS) 200, Recommended Security Controls for Federal Information Systems. The plan shall be reviewed and updated in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems, and FIPS 200, on a yearly basis.

(ii) The risk assessment shall be prepared consistent, in form and content, with NIST SP 800-30, Risk Management Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The risk assessment shall be updated on a yearly basis.

(iii) The FIPS 199 assessment shall identify all information types as well as the “high water mark,” as defined in FIPS 199, of the processed, stored, or transmitted information necessary to fulfill the contractual requirements.

(2) The contractor shall produce contingency plans consistent, in form and content, with NIST SP 800-34, Contingency Planning Guide for Information Technology Systems, and any additions/augmentations described in NPR 2810. The contractor shall perform yearly “Classroom Exercises.” “Functional Exercises,” shall be coordinated with the Center CIOs and be conducted once every three years, with the first conducted within the first two years of contract award. These exercises are defined and described in NIST SP 800-34.

(3) The contractor shall ensure coordination of its incident response team with the NASA Incident Response Center (NASIRC) and the NASA Security Operations Center, ensuring that incidents are reported consistent with NIST SP 800-61, Computer Security Incident Reporting Guide, and the United States Computer Emergency Readiness Team’s (US-CERT) Concept of Operations for reporting security incidents. Specifically, any confirmed incident of a system containing NASA data or controlling NASA assets shall be reported to NASIRC within one hour that results in unauthorized access, loss or modification of NASA data, or denial of service affecting the availability of NASA data.

(4) The contractor shall ensure that its employees, in performance of the contract, receive annual IT security training in NASA IT Security policies, procedures, computer ethics, and best practices in accordance with NPR 2810 requirements. The contractor may use web-based training available from NASA to meet this requirement.

(5) The contractor shall provide NASA, including the NASA Office of Inspector General, access to the contractor’s and subcontractor’s facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out IT security inspection, investigation, and/or audits to safeguard against threats and hazards to the integrity, availability, and confidentiality of NASA information or to the function of computer systems operated on behalf of NASA, and to preserve evidence of computer crime. To facilitate mandatory reviews, the contractor shall ensure appropriate compartmentalization of NASA information, stored and/or processed, either by information systems in direct support of the contract or that are incidental to the contract.

(6) The contractor shall ensure that system administrators who perform tasks that have a material impact on IT security and operations demonstrate knowledge appropriate to those tasks. Knowledge is demonstrated through the NASA System Administrator Security Certification Program. A system administrator is one who provides IT services (including network services, file storage, and/or web services) to someone other than themselves and takes or assumes the responsibility for the security and administrative controls of that service. Within 30 days after contract award, the contractor shall provide to the Contracting Officer a list of all system administrator positions and personnel filling those positions, along with a schedule that ensures certification of all personnel within 90 days after contract award. Additionally, the contractor should report all personnel changes which impact system administrator positions within 5 days of the personnel change and ensure these individuals obtain System Administrator certification within 90 days after the change.

(7) The contractor shall ensure that NASA's Sensitive But Unclassified (SBU) information as defined in NPR 1600.1, NASA Security Program Procedural Requirements, which includes privacy information, is encrypted in storage and transmission.

(8) When the contractor is located at a NASA Center or installation or is using NASA IP address space, the contractor shall –

(i) Submit requests for non-NASA provided external Internet connections to the Contracting Officer for approval by the Network Security Configuration Control Board (NSCCB);

(ii) Comply with the NASA CIO metrics including patch management, operating systems and application configuration guidelines, vulnerability scanning, incident reporting, system administrator certification, and security training; and

(iii) Utilize the NASA Public Key Infrastructure (PKI) for all encrypted communication or non-repudiation requirements within NASA when secure email capability is required.

(c) Physical and Logical Access Requirements –

(1) Contractor personnel requiring access to IT systems operated by the contractor for NASA or interconnected to a NASA network shall be screened at an appropriate level in accordance with NPR 2810 and Chapter 4, NPR 1600.1, NASA Security Program Procedural Requirements. NASA shall provide screening, appropriate to the highest risk level, of the IT systems and information accessed, using, as a minimum, National Agency Check with Inquiries (NACI). The contractor shall submit the required forms to the NASA Center Chief of Security (CCS) within fourteen (14) days after contract award or assignment of an individual to a position requiring screening. The forms may be obtained from the CCS. At the option of NASA, interim access may be granted pending completion of the required investigation and final access determination. For Contractors who will reside on a NASA Center or installation, the security screening required for all required access (e.g., installation, facility, IT, information, etc.) is consolidated to ensure only one investigation is conducted based on the highest risk level. Contractors not residing on a NASA installation will be screened based on their IT access risk level determination only. See NPR 1600.1, Chapter 4.

(2) Guidance for selecting the appropriate level of screening is based on the risk of adverse impact to NASA missions. NASA defines three levels of risk for which screening is required (IT-1 has the highest level of risk):

(i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of spacecraft, satellites or aircraft;

(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause serious adverse impact to NASA missions. These systems include, for example, those that can transmit commands directly modifying the behavior of payloads on spacecraft, satellites or aircraft; and those that contain the primary copy of "level 1" information whose cost to replace exceeds one million dollars;

(iii) IT-3 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NASA missions. These systems include, for example, those that interconnect with a NASA network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by the contractor for NASA whose function or information has substantial cost to replace, even if these systems are not interconnected with a NASA network.

(3) Screening for individuals shall employ forms appropriate for the level of risk as established in Chapter 4, NPR 1600.1.

(4) The contractor may conduct its own screening of individuals requiring privileged access or limited privileged access provided the contractor can demonstrate to the Contracting Officer that the procedures used by the contractor are equivalent to NASA's personnel screening procedures for the risk level assigned for the IT position.

(5) Subject to approval of the Contracting Officer, the contractor may forgo screening of Contractor personnel for those individuals who have proof of a –

(i) Current or recent national security clearances (within last three years);

(ii) Screening conducted by NASA within the last three years that meets or exceeds the screening requirements of the IT position; or

(iii) Screening conducted by the contractor, within the last three years, that is equivalent to the NASA personnel screening procedures as approved by the Contracting Officer and concurred on by the CCS.

(d) The Contracting Officer may waive the requirements of paragraphs (b) and (c)(1) through (c)(3) upon request of the contractor. The contractor shall provide all relevant information requested by the Contracting Officer to support the waiver request.

(e) The contractor shall contact the Contracting Officer for any documents, information, or forms necessary to comply with the requirements of this clause.

(f) At the completion of the contract, the contractor shall return all NASA information and IT resources provided to the contractor during the performance of the contract and certify that all NASA information has been purged from contractor-owned systems used in the performance of the contract.

(g) The contractor shall insert this clause, including this paragraph (g), in all subcontracts –

(1) Have physical or electronic access to NASA's computer systems, networks, or IT infrastructure; or

(2) Use information systems to generate, store, process, or exchange data with NASA or on behalf of NASA, regardless of whether the data resides on a NASA or a contractor's information system.

**(End of Clause)**

**I.9 OMBUDSMAN (NFS 1852.215-84) (OCT 2003)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and contractors during the pre-award and post-award phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the Contracting Officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.

(b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, Not Applicable. Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the TO Ombudsman to be included in the TO or the NASA Ombudsman listed below:

**NASA Headquarters**  
**Director of the Contract Management Division: 202-358-0445,**  
**Facsimile 202-358-3083, e-mail: [james.a.balinskas@nasa.gov](mailto:james.a.balinskas@nasa.gov).**

Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

**(End of Clause)**

**I.10 ACCESS TO SENSITIVE INFORMATION (NFS 1852.237-72) (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information that a contractor has developed at private expense, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, which is not currently in the public domain, and which may embody trade secrets or commercial or financial information, and which may be sensitive or privileged.

(b) To assist NASA in accomplishing management activities and administrative functions, the Contractor shall provide the services specified elsewhere in this contract.

(c) If performing this contract entails access to sensitive information, as defined above, the Contractor agrees to –

(1) Utilize any sensitive information coming into its possession only for the purposes of performing the services specified in this contract, and not to improve its own competitive position in another procurement.

(2) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.

(3) Allow access to sensitive information only to those employees that need it to perform services under this contract.

(4) Preclude access and disclosure of sensitive information to persons and entities outside of the Contractor's organization.

(5) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in this contract and to safeguard it from unauthorized use and disclosure.

(6) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(7) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(d) The Contractor will comply with all procedures and obligations specified in its Organizational Conflicts of Interest Avoidance Plan, which this contract incorporates as a compliance document.

(e) The nature of the work on this contract may subject the Contractor and its employees to a variety of laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of government contracts. Recognizing that this contract establishes a high standard of accountability and trust, the Government will carefully review the Contractor's performance in relation to the mandates and restrictions found in these laws and regulations. Unauthorized uses or disclosures of sensitive information may result in termination of this contract for default, or in debarment of the Contractor for serious misconduct affecting present responsibility as a government contractor.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), suitably modified to reflect the relationship of the parties, in all subcontracts that may involve access to sensitive information.

**(End of Clause)**

#### **I.11 RELEASE OF SENSITIVE INFORMATION (NFS 1852.237-73) (JUN 2005)**

(a) As used in this clause, "sensitive information" refers to information, not currently in the public domain, that the Contractor has developed at private expense, that may embody trade secrets or commercial or financial information, and that may be sensitive or privileged.

(b) In accomplishing management activities and administrative functions, NASA relies heavily on the support of various service providers. To support NASA activities and functions, these service providers, as well as their subcontractors and their individual employees, may need access to sensitive information submitted by the Contractor under this contract. By submitting this proposal or performing this contract, the Contractor agrees that NASA may release to its service providers, their subcontractors, and their individual employees, sensitive information submitted during the course of this procurement, subject to the enumerated protections mandated by the clause at 1852.237-72, Access to Sensitive Information.

(c)(1) The Contractor shall identify any sensitive information submitted in support of this proposal or in performing this contract. For purposes of identifying sensitive information, the Contractor may, in addition to any other notice or legend otherwise required, use a notice similar to the following:

Mark the title page with the following legend: This proposal or document includes sensitive information that NASA shall not disclose outside the Agency and its service providers that support management activities and administrative functions. To gain access to this sensitive information, a service provider's contract must contain the clause at NFS 1852.237-72, Access to Sensitive Information. Consistent with this clause, the service provider shall not duplicate, use, or disclose the information in whole or in part for any purpose other than to perform the services specified in its contract. This restriction does not limit the Government's right to use this information if it is obtained from another source without restriction. The information subject to this restriction is contained in pages [insert page numbers or other identification of pages].

Mark each page of sensitive information the Contractor wishes to restrict with the following legend: Use or disclosure of sensitive information contained on this page is subject to the restriction on the title page of this proposal or document.

(2) The Contracting Officer shall evaluate the facts supporting any claim that particular information is "sensitive." This evaluation shall consider the time and resources necessary to protect the information in accordance with the detailed safeguards mandated by the clause at 1852.237-72, Access to Sensitive Information. However, unless the Contracting Officer decides, with the advice of Center counsel, that reasonable grounds exist to challenge the Contractor's claim that particular information is sensitive, NASA and its service providers and their employees shall comply with all of the safeguards contained in paragraph (d) of this clause.

(d) To receive access to sensitive information needed to assist NASA in accomplishing management activities and administrative functions, the service provider must be operating under a contract that contains the clause at 1852.237-72, Access to Sensitive Information. This clause obligates the service provider to do the following:

- (1) Comply with all specified procedures and obligations, including the Organizational Conflicts of Interest Avoidance Plan, which the contract has incorporated as a compliance document.
- (2) Utilize any sensitive information coming into its possession only for the purpose of performing the services specified in its contract.
- (3) Safeguard sensitive information coming into its possession from unauthorized use and disclosure.
- (4) Allow access to sensitive information only to those employees that need it to perform services under its contract.
- (5) Preclude access and disclosure of sensitive information to persons and entities outside of the service provider's organization.
- (6) Train employees who may require access to sensitive information about their obligations to utilize it only to perform the services specified in its contract and to safeguard it from unauthorized use and disclosure.

(7) Obtain a written affirmation from each employee that he/she has received and will comply with training on the authorized uses and mandatory protections of sensitive information needed in performing this contract.

(8) Administer a monitoring process to ensure that employees comply with all reasonable security procedures, report any breaches to the Contracting Officer, and implement any necessary corrective actions.

(e) When the service provider will have primary responsibility for operating an information technology system for NASA that contains sensitive information, the service provider's contract shall include the clause at 1852.204-76, Security Requirements for Unclassified Information Technology Resources. The Security Requirements clause requires the service provider to implement an Information Technology Security Plan to protect information processed, stored, or transmitted from unauthorized access, alteration, disclosure, or use. Service provider personnel requiring privileged access or limited privileged access to these information technology systems are subject to screening using the standard National Agency Check (NAC) forms appropriate to the level of risk for adverse impact to NASA missions. The Contracting Officer may allow the service provider to conduct its own screening, provided the service provider employs substantially equivalent screening procedures.

(f) This clause does not affect NASA's responsibilities under the Freedom of Information Act.

(g) The Contractor shall insert this clause, including this paragraph (g), suitably modified to reflect the relationship of the parties, in all subcontracts that may require the furnishing of sensitive information.

**(End of clause)**  
**[END OF SECTION]**

**SECTION J****LIST OF ATTACHMENTS**

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<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
J.1	NASA Protective Services Performance Work Statement (PWS)
J.2	Data Requirement Descriptions (DRDs)
J.3	NTE Firm Fixed-Price Rates (TBP by Offeror)
J.4	Personal Identification Verification for Contractor Personnel (PIV) Card Issuance
J.5	List of Wage Determinations & Collective Bargaining Agreements by Location
J.6	Reserved
J.7	DD Form 254, Contract Security Classification Specification
J.8	Reserved
J.9	Acronyms and Abbreviations
J.10	Performance Retainage Pool (PRP) Plan
J.11	Performance Evaluation - Contract Administration Office
J.12	MADR - TOM
J.13	Small Business Subcontracting Plan (TBP by Offeror)
J.14	Quality Control and Assurance Plan (TBP by Offeror)
J.15	Contract Phase-In Plan (TBP by Offeror)
J.16	Management Plan (TBP by Offeror)
J.17	Information Technology Security Plan
J.18	Information Technology Systems Security Plan (TBP by Offeror)
J.19	Safety and Health Plan (TBP by Offeror)
J.20	Subcontracting Performance Reporting (TBP by Offeror)
J.21	Contingency and Emergency Plan (TBP by Offeror)
J.22	Comprehensive Emergency Management Plan (CEMP) (TBP by Offeror)
J.23	Physical Security Plan (PSP) (TBP by Offeror)

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

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**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS**

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**K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (Jan 2006)**

(a) (1) The North American Industry classification System (NAICS) code for this acquisition is 561612, Security Guards and Patrol Services.

(2) The small business size standard is \$17M.

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

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

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced or this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*].

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

FAR Clause	Title	Date	Change

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

**Note: Upon completing the annual representations on line as required above all offerors shall submit one (1) completed hard copy with their signed offer.**

**(End of Provision)**

**K.2 BUY AMERICAN ACT – FREE TRADE AGREEMENT – ISRAELI TRADE ACT  
CERTIFICATE (FAR 52.223-4) (NOV 2006)**

(a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian end product,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” “Moroccan end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(b) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act”: Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

*[List as necessary]*

(c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. Other Foreign End Products:

*[List as necessary]*

(d) The Government will evaluate offers in accordance with the policies and procedures of [Part 25](#) of the Federal Acquisition Regulation.

**(End of Provision)**

**[END OF SECTION]**