

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 700)	RATING	PAGE 1 OF PAGES 95
2. CONTRACT NO. NNA09DB40C	3. SOLICITATION NO. NNA09285751R	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 4/28/2009	6. REQUISITION/PURCHASE NO. 4200285751	
7. ISSUED BY NASA Ames Research Center ATTN: Brenda Hess, M/S 241-1 Moffett Field, CA 94035-1000		CODE	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers as instructed in L.4 and L.5 for original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8 or, if hand carried, in the depository located in Bldg. 241, Room 234 until April 30, 2009, Noon Local PDT. CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Brenda Hess	B. TELEPHONE NO. (NO COLLECT CALLS) (650) 604-2534	C. EMAIL ADDRESS brenda.k.hess@nasa.gov
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OFFER (Must be fully completed by Offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-15, Minimum Bid Acceptance Period.

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No. 52.214-9)	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)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR Tessada & Associates, Inc. 8001 Forbes Place, Suite 310 Springfield, VA 22151	CODE: 05Z04	FACILITY:	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Paul A. Price President/COO
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15B. TELEPHONE NO. AREA CODE NUMBER EXT 571 766-1320	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE <i>Paul A. Price</i>	18. OFFER DATE 04/29/09
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 01-05 (CALL)	20. AMOUNT \$ [REDACTED]	21. ACCOUNTING AND APPROPRIATION SEE PR 4200292679	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(e)(1) <input type="checkbox"/> 41 U.S.C. 253(e)(1)	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY (If other than Item 7) NASA Ames Research Center ATTN: Bill Hale, M/S 241-1 Moffett Field, CA 94035-1000	CODE	25. PAYMENT WILL BE MADE BY NSSC - PMD Accounts Payable Bldg. 1111, C. Road Stennis Space Center, MS 39529	CODE CFS203-18
26. NAME OF CONTRACTING OFFICER (Type or print) BRENDA K. HESS	27. UNITED STATES OF AMERICA <i>B. Hess</i> (Signature of Contracting Officer)		28. AWARD DATE 30 Apr 09

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

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Supplies and/or Services to Be Provided

(a) The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to deliver and/or perform the items below in accordance with the Statement of Work incorporated in Section C and identified under individual task orders.

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	QUANTITY
01	Logistics Management Services for the period specified in F.3(a)		
01A	FFP "Core" Services	MO	5
01B	IDIQ "Surge" Services	Task Order	TBD

(b) **OPTION PERIODS:** If an option is exercised under FAR Clause 52.217-9, "Option to Extend the Term of the Contract", the contractor shall provide all resources (except as may be expressly stated in this contract as furnished by the Government) necessary to furnish the items below in accordance with the Statement of Work set forth in Section C and as identified under individual task orders.

ITEM NO.	DESCRIPTION	UNIT OF ISSUE	QUANTITY
02	Logistics Management Services for the period specified in F.3(b)		
02A	FFP "Core" Services	MO	1
02B	IDIQ "Surge" Services	Task Order	TBD
03	Logistics Management Services for the period specified in F.3(c)		
03A	FFP "Core" Services	MO	1
03B	IDIQ "Surge" Services	CTO	TBD
04	Logistics Management Services for the period specified in F.3(d)		
04A	FFP "Core" Services	MO	1
04B	IDIQ "Surge" Services	Task Order	TBD
05	Logistics Management Services for the period specified in F.3(e)		
05A	FFP "Core" Services	MO	1
05B	IDIQ "Surge" Services	Task Order	TBD

(End of clause)

B.2 1852.216-78 Firm Fixed Price (DEC 1988)

The total firm fixed price of this contract is [REDACTED]

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- (a) **BASE PERIOD:** The total firm fixed price of this contract is [REDACTED]
- (b) **OPTION PERIOD ONE:** If exercised, the total firm fixed price of this contract is [REDACTED]
- (c) **OPTION PERIOD TWO:** If exercised, the total firm fixed price of this contract is [REDACTED]

- (d) **OPTION PERIOD THREE:** If exercised, the total firm fixed price of this contract is [REDACTED]
- (e) **OPTION PERIOD FOUR:** If exercised, the total firm fixed price of this contract is [REDACTED]

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(End of clause)

B.3 Type of Contract: Indefinite Delivery Indefinite Quantity (IDIQ)/Firm Fixed Price (FFP)

The minimum contract value of work that will be ordered under this contract is \$ [REDACTED] The maximum value that can be ordered under this contract is [REDACTED]

(End of clause)

B.4 Cumulative Value for Firm-Fixed-Price Task Orders

This clause identifies the total fixed-price to be paid to the Contractor for acceptable performance of all services described in issued task orders. This clause will be updated on a periodic basis to reflect the value of issued task orders. The total firm-fixed-price of Task Orders TBD through TBD is \$ TBD. (This clause to be updated via modification upon issuance of each Contract Task Order (CTO) for IDIQ work as provided under CLINs 01B, and, if exercised, 02B, 03B, 04B, and 05B.)

(End of clause)

B.5 Indefinite Delivery/Indefinite Quantity (IDIQ) Firm Fixed-Price (FFP) Rate Provision

(a) The purpose of this clause is to set forth Not-to-Exceed Firm-Fixed Priced combined (fully burdened) direct, indirect, and profit rates for the contract, as identified in Attachment J.1(a)(5), to be used in subsequent negotiations of IDIQ FFP task orders (TOs), in accordance with the task ordering procedures set forth in this contract. The contractor may propose rates less than the Not-to-Exceed Firm-Fixed Priced Rates. The rates may be subject to change through bi-lateral agreement(s) between the Government and the contractor, if determined appropriate. However, as the proposed period of performance does not exceed one year, the contractor agrees that for the duration of the base and option periods provided for at the time of award, these will be the Not-to-Exceed Firm-Fixed Price Rates, and there will be no increases associated with any Contractor Bargaining Agreement updates or Wage Determination updates. Any 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, Indefinite Quantity (OCT 1995), a Task Order may be issued at any time within the period ending thirty days after the end date of the period performance for the contract.

(End of Clause)

(End of Section)

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Scope of Work

The Contractor shall provide all resources (except as may be expressly stated in the contract as furnished by the Government) necessary to perform the requirements set forth in the Statement of Work incorporated in Section C below.

(End of clause)

STATEMENT OF WORK
for
LOGISTICS MANAGEMENT SERVICES
(April 27, 2009)

C.1 General Requirements

C.1.1 SCOPE OF WORK

The intention of this Performance Based Contract (PBC) is to obtain Logistics Management services for the National Aeronautics and Space Administration (NASA) Ames Research Center (ARC) and Moffett Field (MF), Camp Parks locations. ARC and MF includes on-site and off-site Government, contract tenant organizations and The services are to be obtained by means of a combination firm-fixed price and indefinite delivery, indefinite quantity contract. These services shall include: (1) supply and warehouse management; (2) equipment management; (3) mail services; (4) packing, shipping and receiving services; (5) fleet management; (6) refuse services; and (7) janitorial services. The Contractor shall provide all resources, including labor, supervision, tools, equipment, materials, transportation, and management necessary to operate logistics and specialized functions as described in the Statement of Work (SOW).

A. Logistics Management Services.

The Contractor shall provide specific services for the following functions. All work is firm-fixed price as a part of the "core" effort, or firm-fixed price indefinite delivery indefinite quantity delivery orders which comprise the "surge".

Section	Function
C1	General Requirements
C2	Definitions and Abbreviations
C3	Installation Accountable Government Property
C4	Contractor-Furnished Items
C5	Firm Fixed Price Work
C6	Indefinite Quantity Work
C7	Travel and Training
C8	Management and Administrative Requirements
C9	Environmental Health and Safety (EHS) Management
C10	Supply and Management
C11	Equipment Management Services
C12	Janitorial Services
C13	Refuse Collection Services
C14	Shipping, Receiving, Mail Services Center, Storage Management and Redistribution
C15	Fleet Management Services

B. Regular Working Hours.

For the purposes of this contract, the Contractor's regular working hours may range (with the exception of refuse) from 0600 to 1730 hours (6:00 AM to 5:30 PM), Mondays through Fridays, except (a) Federal holidays and (b) other days specifically designated by the Contracting Officer. Normal workday for Contractor consists of 8 hours a day. The hours may extend beyond regular working hours for Service Calls (SC) work, Trouble

Calls (TC), various projects and programs related to NASA's mission and goals, and Swing Shift (SS) as necessary up until 0200 (2:00 AM). Refuse Hours begin at 0500 (5:00 AM).

C. Contractor Quality Control (QC).

The Contractor shall establish and maintain a Quality Control Program (QCP) in accordance with the FAR 52.246-4, "Inspection of Services - Fixed Price" clause in Section E to ensure that the work performed under the contract conforms to the contract requirements. To achieve contract objectives and ensure quality performance, the Contractor shall provide written standards, specifications, and schedules for the principal areas of the statement of work, provide supplemental performance measures for monitoring and controlling resources, cost and schedule performance and provide schedules for regular and as needed assessments of approved quality measures and improved targets. The Contractor shall submit a Quality Plan (QP) within 30 days of contract award; the QP will be incorporated into the contract via modification. The Contractor's QP shall develop performance metrics that will be used to audit and track trends in levels of performance and will provide Contractor management with an effective and efficient means of identifying, correcting problems and improving processes throughout the entire scope of operations and will become a part of the contract as an attachment.

A file of all inspection records both performed and scheduled, inspection results, and dates and details of corrective actions taken shall be maintained by the Contractor through the term of this contract. The file shall be the property of the Government and made available to the COTR during regular working hours. The file shall be turned over to the Contracting Officer within three (3) working days following completion or termination of this contract.

D. Government Quality Assurance (QA).

In accordance with the FAR 52.246-4, Inspection of Services, Fixed Price clause, Section E, each phase of the services rendered under this contract is subject to government inspection, during the Contractor's operations and after completion of the tasks. The Government's QA Surveillance Program is not a substitute for QC by the Contractor. All findings of unsatisfactory or non-performed work will be administered in accordance with the inspection clause located in Section I. All costs associated with rework are the responsibility of the Contractor. The Government reserves the right to choose the inspection methods to be used in implementing its QA Program and to vary the inspection methods utilized during the work, without notice to the Contractor.

E. Workmanship and Materials Standards

1. Workmanship.

All workmanship shall meet the standards specified herein and shall be accomplished in conformance with approved and accepted standards of the industry; equipment manufacturers; Federal, State, and local codes standards; and all applicable activity.

2. Cleanup.

During and at completion of work, debris shall not be allowed to spread unnecessarily into adjacent areas or accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day work is in progress.

F. Activity Maps and Drawings.

Activity maps for ARC and its associated sites are available by request for use in conjunction with historical workload data in planning travel time impacts as described in the SOW.

G. Historical Workload Data.

Government approximate historical workload data for firm fixed price work is attached.

H. Cooperation With Other Contractors.

The Government may undertake or award other contracts for additional work at or near the site of work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the COTR.

I. Contractor Licensing, Certification, and Specific Experience Requirements.

Personnel licensing and certification shall be completed before an individual performs any work under this contract. The Contractor shall submit verification of all licensing, certifications, and any specialized experience to the COTR within 15 calendar days prior to start of the Base Period and within one (1) day upon any personnel change thereafter. All licenses and certificates shall be current and shall be kept current throughout the contract period. The Contractor shall provide personnel that have the appropriate skill for an assigned task. The degree of skill of individuals shall be commensurate with that required for the work. The Contractor shall regularly validate the staffing levels and qualifications against standards for continuous measurable improvement. All apprentices shall be supervised and have work checked by the applicable lead journeymen in their particular field. This requirement applies to all crafts. Journeymen requirements are defined in C2, entitled "Definitions."

J. Variation in Quantities for Fixed Price Services.

Quantities and inventory data depicted throughout this contract represent the Government's best estimate of the quantity of work for the period of performance. After contract award, situations may arise which impact the Government's requirements and necessitate changes to this contract. Should this occur, the CO shall modify the contract in accordance with the provisions and limitations specified herein.

C.2 Definitions and Abbreviations

As used throughout this contract, the following terms shall have the meaning set forth below.

Where "as shown", "as indicated", "as detailed", or words of similar import are used it shall be understood that reference is made to this specification and the drawings accompanying this specification unless stated otherwise.

Where "as directed", "as required", "as permitted", "approval", "acceptance", or words of similar import are used it shall be understood that direction, requirement, permission, approval, or acceptance by the Contracting Officer is required unless stated otherwise.

C.2.1 DEFINITIONS

Alteration: The work required to adjust arrangements, make changes, or modify other physical characteristics of an existing real property facility so that it may be more effectively adapted to or utilized for its designated purpose.

Ames Commute Alternatives Program (ACAP): The shuttle transports commuters to and from the Mountain View CALTRAIN Station and the Light Rail Station in accordance with printed schedule.

Annex 1: Military housing inside Moffett.

Annex 2: Military housing located outside the Main Gate, west of Moffett Blvd, Extension.

Annex 3: Military housing located on Moffett Blvd, west of US 101.

Area Utilization Officer: General Services Administration (GSA) regional representative responsible for promoting the maximum utilization of excess personal property.

"As-is" Condition: The present state of an object at the time it is evaluated, given, received, or exchanged.

Automatic Release Date (ARD): The date established by the Property Disposal Officer (PDO) and Contractor to indicate the wide utilization screening/donation/sales periods.

Backlogged Service Calls: A service call issued during the previous contract which was not completed for any reason, or maintenance, repair, and minor corrective maintenance requirements which may be identified during lapses, if any, in services between this contract and the previous contract.

Bench Stock: A stock of low cost, repetitively used, consumption type supplies, and repair parts, established at or near points of consumption/use to ensure continuous and uninterrupted operations. Bench stocks are generally restricted to maintenance, repair, and fabrication type activities.

Bins: One of several common names for refuse collection containers. Two types are front-load and roll-off. Front-load bins are generally smaller capacity (less than ten yards) equipped with hinged lids, and collected by specially equipped fork load/lift compactor trucks. Roll off bins are usually 10, 20, 30, or 40 yard capacity and are handled by winch-load trailers. Roll-off bins may or may not be equipped with lids or covers. Some bins are equipped with wheels or rollers. See also "dumpsters", and "containers".

Break Room: An area designated as a coffee room, kitchenette, lunchroom, or any room where food is prepared for meals other than offices.

Building: The classification "Building" includes the basic structure, capital improvements, and fixed equipment that are normally required for the functional use of the building and becomes permanently attached to and made a part of the building and cannot be removed without cutting into the walls, ceilings, or floors, such as plumbing, heating, and lighting equipment, elevators, central air-conditioning systems and built-in safes and vaults.

Capital Equipment: An item of equipment with an acquisition cost of one hundred thousand dollars (\$100,000.00) or more, that has an estimated service life of two (2) years or more, which will not be consumed in an experiment, and which most generally will be identified as an independently operable item.

Case File Number: An eight (8) digit alphanumeric character assigned to all usable property, whether controlled or non-controlled, received as excess by the Contractor and assigned via NPDMS. The last three (3) digits in an ARC Case File Number represent the serial number unique to each piece of usable property received by Disposal.

Clean: Clean shall be defined as free of dirt, dust, spots, streaks, stains, smudges, litter, debris, and other residue.

Collections: The process of picking up refuse or recycle materials for removal from the site.

Collection Point: The location at which refuse or recycling materials are staged for collections.

Common Area: A designated area not assigned to any one tenant (occupant).

Condition Code: An alpha or alphanumeric code designation indicating the physical condition of property.

Containers: Receptacles for refuse or recycling collections. See bins.

Contracting Officer (CO): The Contracting Officer is a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the CO.

Contracting Officer's Technical Representative (COTR): The person who is an authorized Government representative of the Contracting Officer acting within the limits of their authority as specified by the COTR delegation letter. This term does not include any inspector or other person not named as COTR or Alternate COTR in the delegation letter. A copy of the COTR delegation letter will be provided to the Contractor.

Contractor: The term Contractor as used herein refers to both the prime Contractor and any subcontractors. The prime Contractor has a contract with the Government directly. The prime Contractor shall ensure that subcontractors comply with the provisions of this contract.

Contractor Representative: A foreman, superintendent, or manager assigned who is empowered to make day-to-day decisions related to all performance under this contract. The contractor representative shall serve as the focal point for all work under this contract and shall be responsible for the coordination of all work activities.

Controlled Equipment: All equipment with an acquisition cost of five thousand dollars (\$5,000) and above, or items designated by the holding installation as sensitive equipment (Appendix C, NPR 4200.1E) with an acquisition cost of five hundred dollars (\$500) or more, that has an estimated service life of two (2) years or more, which will not be consumed or expanded in an experiment.

Control Number: A 12-digit number assigned to Block 1 of Standard form 120 (Report of Excess Personal Property) when reporting excess property (including ADPE) to GSA. The first six digits represent the Unit Identification Code (UIC) assigned by GSA. It is unique to each government agency. The code assigned by GSA to Ames Research Center is 809101. The next four digits represent the date the SF 120 is prepared and the last two represent the serial number assigned locally by NASA Ames Research Center. This serial number starts with 01 for the first SF 120 prepared in a calendar year and continues consecutively until the last SF 120 is prepared for that year.

Craft Hour Unit Price (CHUP): A Craft Hour Unit Price (CHUP) is the price proposed by the Contractor which shall include direct costs (except for construction materials and construction equipment) and indirect costs plus profit to provide one (1) craft hour of work-in-place. The CHUP includes the Contractor's burdened hourly craft wage, adjusted to allow for workforce productivity (i.e., an estimate of how the workforce will perform in relation to normal industry performance standards), and all mark-up costs including, but not limited to, craft delay allowances (union agreements, partial day influences, crew sizes, security passes and escort, and other unavoidable delays and downtime), craft travel, mobilization at site, site movement, breaks, cleanup, safety standby, and gas free certification for confined space entry (when applicable), minor materials and supplies incidental to the job (i.e., solvent, cleaners, rags, mops, bicycle repair supplies), ordering and stockpiling job material, normal and additional material handling, hand tools, portable equipment, job (field) overhead (including clerical support, supervision,

inspection, fees, taxes, licenses, permits, and insurance), general administrative (home office) overhead, and profit.
(Same as Work Hour or Labor Hour)

Damp Mop: The use of a cotton or similar yarn-type mop, which has been mechanically wrung or squeezed to remove excess solution, for the purpose of removing light soil, dirt, liquid, or other foreign matter from a floor which does not require the complete mopping of the area, or the area is not soiled sufficiently to require wet mopping.

Debris: Undesirable or discarded material including, but not limited to, cut or trimmed vegetation, paper, cans and bottles, otherwise referred to as "trash, and "litter", fallen tree limbs and branches, and rocks, street sweepings, maintenance, repair, and construction (including roofing) waste, and similar waste material, but not including hazardous waste.

Defect: A defect is composed of one (1) or more documented deficiencies of unsatisfactory work performance caused by either poor performance or non-performance.

Disinfect: Cleaning in order to destroy any harmful microorganisms by application of an approved disinfectant or cleaning agent.

Disinfecting: Various dumpsters, especially those receiving large quantities of wet trash, will require pressure washing and disinfecting to control disease and odor. These are identified on a prescribed schedule.

Disposal: The process of transferring NASA excess personal property to another Federal Agency, and/or donating, selling, abandoning, or destroying surplus property. This term also applies to the collection and removal of contents/refuse/waste.

Downtime: Downtime is that period of time during the Government's regular working hours that a unit of equipment is removed from service for maintenance.

Dry Waste: Refuse materials containing low moisture levels, commonly generated in offices and shops. Many dry waste materials are recyclable.

Dump: The activity of the removal, and disposal of, contents/refuse/waste from bins/cans/containers.

Dumpster: Receptacle for refuse/recycling collections. See bins.

Emergency Operations Center: An office that directs, coordinates, and controls all tactical activities and management functions necessary to carry out the objectives of Command and Emergency Response.

Excess Property: Personal property, which is determined to be unnecessary to the needs and discharge of the responsibilities of an individual, organization, installation or contractor.

Exchange Sale Property: Personal property, not excess to the needs of the holding installation, but eligible for replacement, which is exchanged or sold in order to apply exchange allowance or proceeds of sale, in whole or part payment, for the replacement of a similar item.

Facility: A term used to encompass land, buildings, structures, and other real property improvements, including utility systems, collateral equipment, or assembly of units of equipment designated for a specific function. The term does not include operating materials, supplies, special function, special test equipment, or non-capitalized equipment (See NASA Financial Management Manual 9250-32 for criteria for capitalized equipment). The term "facility" is used in connection with land, buildings (facilities having the basic function to enclose usable space), structures (facilities having the basic function of a research or operational activity), and other real property improvements.

Facility Service Manager: A person assigned by the Government that serves as a point of contact for the Center related to problems and issues in a designated area or building for which he/she serves as a representative responsible for relaying information and coordination of activities. A list of Facility Service Managers will be

provided to the Contractor by the COTR.

Federal Supply Classification: A system developed in the Federal Cataloging System for use in classifying items of supply. The structure of the FSC consists of groups subdivided into classes within each group. Each class covers a relatively homogeneous area of commodities with respect to physical or performance characteristics, or the items included are usually requisitioned or issued simultaneously.

Federal Standard Requisitioning and Issue Procedure Field Service (FEDSTRIP): Field service is defined as providing field mobile scheduled and unscheduled maintenance for equipment that, because of design or immobility, cannot economically be delivered to the repair facility.

Frequency of Service:

1. Triennial Services performed once (one time) every three (3) years on a date or during the month specified.
2. Biennial (B): Services performed once (one time) every two (2) years on a date or during the month specified.
3. Annual (A): Services performed once (one time) during each twelve (12) month period of the contract at intervals of three hundred and thirty-five (335) to three hundred and ninety-five (395) calendar days.
4. Semi-Annual (SA): Services performed twice (2 times) during each twelve (12) month period of the contract at intervals of one hundred and sixty (160) to two hundred (200) calendar days.
5. Quarterly (Q): Services performed four (4) times during each twelve (12) month period of the contract at intervals of eighty (80) to one hundred (100) calendar days.
6. Bi-Monthly (BM): Services performed six (6) times during each twelve (12) month period of the contract at intervals of fifty-eight (58) to sixty-three (63) calendar days.
7. Monthly (M): Services performed twelve (12) times during each twelve (12) month period of the contract at intervals of twenty-eight (28) to thirty-two (32) calendar days.
8. Bi-Weekly (BW): Services performed twenty-six (26) times during each twelve (12) month period of the contract at intervals of thirteen (13) to fifteen (15) calendar days.
9. Weekly (W): Services performed fifty-two (52) times during each twelve (12) month period of the contract at intervals of six (6) to eight (8) calendar days.
10. Semi-Weekly (SW): Services performed one hundred and four (104) times during each twelve (12) month period of the contract at intervals of two (2) to three (3) calendar days.
11. Daily: (D5) Services performed two hundred and sixty-two (262) times during each twelve (12) month period of the contract; once each day, Monday through Friday, including holidays unless otherwise noted; or (D7) services performed every day, seven (7) days a week during each twelve (12) month period of the contract including holidays unless otherwise noted.

Freeze: Freeze order for Property on a first-come first-serve basis. No item may be frozen for a period exceeding five (5) days.

Government Property: All property owned by, or leased to, the Government or acquired by the Government.

Grounds: All areas not occupied by buildings, structures, or pavements.

Hazardous Wastes: Waste materials that are toxic/poisonous, corrosive, irritating/sensitizing, radioactive, biologically infectious, explosive, flammable, or that present a significant hazard to human health and the environment as determined by Federal, State or Local regulatory authorities/regulations. Special handling procedures and facilities are required in their disposal.

High Dusting: All horizontal and vertical surfaces above seven (7) feet up to sixteen (16) feet from floor level, including all overhead piping and ceiling areas. Surfaces shall be free of laden airborne dirt, soil, lint, or other foreign matter.

Inventory: All material being held by a Center as stores stock, program stock, standby stock, except for that material actually in process of use or consumption.

Inventory Adjustment: A transaction processed to adjust materials inventory record and any imbalances between such records and quantities in stock.

Just In Time (JIT): A method of supply support that provides frequent and timely delivery of commonly used materials as they are needed. This is in contrast to the more typical government practice of purchasing items in bulk, storing them in inventory and issuing them on demand.

Journeyman: An experienced reliable person who has served a required apprenticeship or equivalent training period (four years or more) in a designated field, craft, or trade that can be documented by a certificate or diploma from a reputable organization, school, or trade school program.

Latent Defects: Latent defects are defects that are present in a hidden or undeveloped state and are not visible or apparent at the time of inspection, but which become obvious or come into being at some future time.

Low Dusting: All horizontal and vertical surfaces at and below seven (7) feet from floor level, including partitions and internal dividers. Surfaces shall be free of laden airborne dirt, soil, lint, or other foreign matter.

Machine Mop: The use of a mechanized scrubbing/vacuuming machine to accomplish the same result as wet mopping for use on large continuous areas, which would otherwise require extensive labor to complete in a reasonable amount of time.

Maintenance: The recurring day-to-day, periodic, or scheduled work required to preserve or restore equipment to such a condition that it may be effectively utilized for its designated purpose. The term includes work undertaken to prevent damage to equipment that otherwise would be more costly to restore.

Material: An item that is utilized to produce an end product, or incorporated into, or attached to an end item.

Military Standard Requisitioning and Issue Procedure (MILSTRIP): Uniform procedure to requisition, issue, laterally distribute, and return DOD material.

Moffett Dispatch Office: An office housing monitoring equipment for fire, security, and facility alarms that is operated continuously, by the Protective Services Office (Code JP) at Ames Research Center.

Non-Controlled Equipment: Term for equipment not designated as sensitive that has an acquisition cost of less than five thousand dollars (\$5000.00).

Personal Property: Property of any kind, including equipment, materials, and supplies, but excluding real property.

Physical Inventory: The process of physically sighting and counting quantities of materials held in inventory by an installation, reconciling the count with the recorded balance, and processing the necessary documents to adjust the inventory records and the financial accounts.

Program Stock: Material acquired by direct purchase, by issue from stock for a specific program or project, or material stored at the request of a program or project.

Pleasing Appearance: An appearance similar to the original finished appearance with only minor, unobjectionable deterioration resulting from normal use.

Preventive Maintenance (PM): The planned, scheduled periodic inspection, adjustment, cleaning, lubrication, parts replacement, and routine repair of equipment and systems for which a specific operator is not assigned. PM consists of many checkpoint activities on items that, if disabled, would interfere with an essential operation, endanger life or property, or involve high cost or long lead time for replacement.

Quality Assurance (QA): A method used by the Government to provide some measure of evaluation over the quality of purchased goods and services received.

Quality Assurance Evaluator (QAE): A person or persons designated by the Contracting Officer to measure/monitor Contractor performance under this contract.

Quality Assurance Program (QAP): A program implemented by the Government to evaluate the output quality and responsiveness of the Contractor to ensure that the Government receives the services for which public funds are expended. It is emphasized that the Government's quality assurance program is not a substitute for the quality control program implemented and administered by the Contractor.

Quality Control (QC): A method used by the Contractor to control the quality of goods and services produced.

Quality Control Plan (QCP): A plan implemented by the Contractor to help identify, correct, and control problems throughout the entire scope of the Contractor's own operations.

Reactive Maintenance: Often called breakdown maintenance or "run to failure" (RTF). These repairs are performed only when the deterioration in a machine's condition causes a functional failure. A high percentage of unplanned maintenance work, high-placement part inventories and the inefficient use of maintenance personnel typify this strategy.

Real Property: All Government lands and rights therein; ground improvements, utility distribution systems, buildings, and structures.

Rebuilt Components/Assemblies: Components, assemblies, or subassemblies of equipment that have been disassembled and reconstructed using replacement or re-manufactured parts as necessary and reassembled to produce a serviceable product whose service life expectancy is at least equal to the original component/assembly.

Recyclables: Materials, which are separated from the regular waste stream and processed for reuse. There is generally some value placed on these commodities, providing incentive for their collection.

Redistribution: Reassignment of excess property including transfer of accountability within an installation or contractor; or from one NASA installation or contractor.

Refuse: Waste materials, wet and/or dry which are not recyclable, and must be taken to landfill dumpsites.

Repair: Repair is the restoration of a piece of equipment, a system, or a real property facility to such a condition that it may be effectively utilized for its designated purpose(s). Repair may entail overhaul, reprocessing, or replacement of constituent parts or materials that have deteriorated; or replacement of the entire unit or system if beyond economical repair.

Response Time: Response time is defined as the time allowed the Contractor after initial notification of a work requirement to be physically on the premises at the work site with appropriate tools, equipment, and materials, ready to perform the work required.

Service Call (SC): Service calls are reactive maintenance work that is generally called in by equipment users.

Service Contract Act (SCA) Work: The Service Contract Act (40 U.S.C. 351, as amended) provides that contracts in excess of \$2,500.00 to which the United States or the District of Columbia is a party hereto, for the furnishing of services through the use of service employees, shall contain a clause (FAR 52.222-41) that no service employee shall receive less than the minimum prevailing wage rates and fringe benefits as determined by the Secretary of

Labor.

Space: A space is an area to receive janitorial services, which may or may not be considered a room by common definition. Examples of spaces are definable sections of hallways, stairwells, lobby areas, offices, entrances, and elevators.

Special Purpose Mobile Equipment (SPME): Defined as commercially available, equipment that incorporates internal combustion or electric engine power designed for special-purpose use, but not limited to e. g., forklifts, bulldozers, cranes, fire trucks, tractors, air-compressors, electric generators (Mobile), and certain aircraft ground support equipment. In undefined areas the COTR/designee will make the final determination as to whether equipment will be treated as SPME.

Standby Stock: Material held to support emergencies.

Stores Stock: Material being held in inventory by the Center that is repetitively procured, stored, and issued on the basis of recurring demand.

Surplus Release Date (SRD): The date established by GSA to indicate the completion of the general Agency reutilization/screening/donation/sales period.

Surplus Personal Property: Personal property not required for the needs and the discharge of the responsibilities of all Federal agencies.

Sweep: The removal of loose dirt, dust, debris, and other foreign matter through either manual or mechanized methods.

Terrorist Threat Condition (THREATCON). This is also referred to as Force Protection Condition (FPC) at Ames Research Center. THREATCONs provide identification of and recommended response to terrorist threats against US personnel and facilities. This program facilitates inter-service coordination and support for anti- terrorism activities. There are four THREATCONs above normal:

1. **THREATCON ALPHA-** This condition applies when there is a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable, and circumstances do not justify full implementation of THREATCON BRAVO measures. The measures in this THREATCON must be capable of being maintained indefinitely.
2. **THREATCON BRAVO-** This condition applies when an increased and more predictable threat of terrorist activity exists. The measures in this THREATCON must be capable of being maintained for weeks without causing undue hardship, affecting operational capability, and aggravating relations with local authorities.
3. **THREATCON CHARLIE-** This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action against personnel and facilities is imminent.
4. **THREATCON DELTA-** This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is likely.

Transient Equipment: Equipment belonging to another NASA or GSA Government activity visiting the base on official business or operation in the vicinity of the base and experiencing equipment problems requiring assistance, i.e., refueling, towing, service, or minor repairs.

Trouble Calls (TC): Trouble calls are reactive maintenance work that is generally called in by Facility Service Managers, maintenance workers, or occupants of a facility. This category is composed of work defined in Section C5, Firm Fixed Price Work: Trouble Calls, Classification of Trouble Calls.

Vacuum: The mechanical removal of loose dirt, dust, soil, debris, and other foreign matter from carpeted areas and entrance mats.

Waste Containers: Waste containers are defined as trash receptacles, wastebaskets, trash cans, wastepaper baskets, paper towels receptacles, ashtrays, or any container holding trash, paper, or refuse of any type.

Weight Ticket: Record provided for landfill deliveries. It identifies the date/time; refuse company, vehicle, driver, waste generator (source), container capacity in cubic yards, and weights (gross, tare and net).

Wet Mop: The removal of built-up dirt, soil, liquids, or other foreign matter from a floor using a cotton or similar yarn-type mop with either sufficient neutral detergent and water solution, or neutral disinfecting detergent and water solution. This shall include rinsing if recommended by the detergent manufacturer.

Wet Waste/Trash: Refuse materials having relatively high moisture content, commonly generated in restrooms and break rooms. Most wet waste materials are not recyclable, but may often be used in composting.

Work Site: The actual site where the work is performed, for example in the building where equipment is being maintained or repaired.

C.2.2	LIST OF ABBREVIATIONS
ACAP	Ames Commute Alternatives Program
ADP	Automated Data Processing
AFV	Alternate Fuel Vehicles
AHB	Ames Handbook
AM or am	Used to designate the time from midnight to noon
AMI	Ames Management Instruction
ANN	Annual
ANSI	American National Standards Institute
AOI	Area of Investigation
APD	Ames Policy Directive
APG	Ames Procedures and Guidelines
ARC	Ames Research Center
ARD	Automatic Release Date
BAAQMD	Bay Area Air Quality Management District
BP	Bid Package
CA	California
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CFC	Chlorofluorocarbons
CFR	Code of Federal Regulations
CH	Craft Hour
CHUP	Craft Hour Unit Price
CLIN	Contract Line Item Number
CMMS	Computerized Maintenance Management System
CO	Contracting Officer
CONT'D	Continued
COTR	Contracting Officer's Technical Representative
CS	Contract Specialist
CPY	Canopy
CY	Cubic Yard
DLA	Defense Logistics Agency
DLIS	Defense Logistics Information System
DMV	Department of Motor Vehicles
DO	Delivery Order
DOD	Department of Defense
DOL	Department of Labor
DOSH	Department of Safety and Health
DRMO	Defense Reutilization Marketing Office
EA	Each

ECN	Equipment Control Number
EDC	Engineering Document Control
EHS	Environmental Health and Safety
EO	Executive Order
EPA	Environmental Protection Agency
EST	Estimate or Estimated
FAR	Federal Acquisition Regulation
FCS	Federal Catalog System
FED	Federal Disposal System
FEDSTRIP	Federal Standard Requisitioning and Issue Procedure
FLR	Floor
FMO	Financial Management Office
FMR	Federal Management Regulation
FPC	Force Protection Condition
FPCPS	Fixed Price Contract Pricing Schedule
FPMR	Federal Property Management Regulation
FOS	Found on Station
FS	Federal Specification
FSC	Federal Supply Classification
GAO	General Accounting Office
GBL	Government Bill of Lading
GFE	Government Furnished Equipment
GFF	Government Furnished Facility
GFM	Government Furnished Material
GLA	General Ledger Account
GPM	Gallons Per Minute
GSA	General Services Administration
GSF	Gross Square Feet
HAZMAT	Hazardous Material
HCFC	Hydrochlorofluorocarbons
HICS	Hazardous Material Inventory Control System
HT	Height
HTH	Health
IAGE	Installation-Accountable Government Equipment
IAGF	Installation-Accountable Government Facility
IAGM	Installation-Accountable Government Material
IAM	Integrated Asset Management
IAW	In Accordance With
ID	Identification
IDIQ	Indefinite Delivery Indefinite Quantity
IFB	Invitation For Bid
IFMP	Integrated Financial Management Program
IN	Inches
IPM	Installation-Provided Material
IP	Industrial Property
IPO	Industrial Property Officer
JF	Code for Facilities Management and Logistics Division at ARC
JFS	Code for Logistics Branch at ARC
JIT	Just-In-Time
LB	Pound
LF	Linear Feet
LIMS	Logistics Information Management System
LST	Last
LT	Lot
MEW	Moffett-Ellis-Whisman
MF	Moffett Field

MFG	Manufacturer
MILSTRIP	Military Standard Requisitioning and Issue Procedure
MO	Month
MSDS	Material Safety Data Sheets
MR	Material Receipts
MWS	Monthly Work Schedule
NASA	National Aeronautics and Space Administration
NEIS	NASA Environmental Inventory System
NEMS	NASA Equipment Management System
NHB	NASA Handbook
NIB	National Institute for the Blind
NIPMIS	NASA Industrial Property Management Information System
NISH	National Institute for the Severely Handicapped
NLT	Not Later Than
NMI	NASA Management Instructions
NPD	NASA Policy Directive
NPDMS	NASA Property Disposal Management System
NPR	NASA Procedures and Guidelines
NSMS	NASA Supply Management System
NSN	National Stock Number
NSP	Not Separately Priced
OAS	Onizuka Air Station
OEM	Original Equipment Manufacturer
OFA	Other Federal Agency
OGA	Other Government Agency
OIG	Office of Inspector General
OSHA	Occupational Safety and Health Administration
PA	Property Administrators
PBC	Performance Based Contract
PCB	Polychlorinated Biphenyl
PCS	Property Control System
PDA	Property Disposal Agent
PDO	Property Disposal Officer
PE	Polyethylene
PG & E	Pacific Gas and Electric Company
PLCO	Plant Clearance Officer
PM	Preventive Maintenance
PM or pm	Used to designate the time from noon to midnight
ppm	Parts Per Million
PR	Purchase Request
PVC	PolyVinyl Chloride
QA	Quality Assurance
QAE	Quality Assurance Evaluator
QC	Quality Control
QCP	Quality Control Plan
QH	Code for Occupational Safety, Health and Medical Services Office at ARC
QTY	Quantity
RAM	Random Access Memory
RCRA	Resource Conservation and Recovery Act
RFP	Request For Proposal
ROD	Report of Discrepancy
SBL	Straight Bill of Lading
SC	Service Call
SCA	Service Contract Act
SCH	Schedule or Scheduled
SEMO	Supply and Equipment Management Officer

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SECTION C

SF	Standard Form or Square Feet
SOW	Statement of Work
SPME	Special Purpose Mobile Equipment
SRD	Surplus Release Date
STR	Structure
Subclin	Subcontract Line Item Number
TBD	To Be Determined
TC	Trouble Call
TPHD	Total Petroleum Hydrocarbons As Diesel
TRL	Technical Reference Library
TSCA	Toxic Substances Control Act
UL	Underwriter's Laboratories
UPT	Unit Price Tasks
US or U.S.	United States
USC	United States Code
USDA	United States Department of Agriculture
VECP	Value Engineering Change Proposal

C.3 Installation Accountable Government Property

3.1 GENERAL REQUIREMENTS

A. In accordance with the Government property clause 1852.245-71, Installation-Accountable Government Property, Alternate I, and the following paragraphs, the Government will furnish or make available to the Contractor certain Government owned facilities, equipment, material, and utilities for use in connection with this contract. The use of Government furnished property and services for other purposes is prohibited. All such facilities, equipment, and materials will be provided in "as is" condition. The Government may at its discretion provide the Contractor additional Installation-Provided Materials (IPM) and Installation-Provided Equipment (IPE) beyond those listed in this specification, if available, throughout the term of this contract.

B. Installation-Provided Facilities (IPF).

The Government will furnish or make available to the Contractor the facilities listed. Should the Contractor choose to use the IPF, adequate precautions shall be taken by the Contractor to prevent fire hazards, odors, and pests/vermin. All IPF will receive the normal services provided at Moffett Field for the building classification. The Contractor shall obtain written approval from the Contracting Officer prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the Government will be made at the expense of the Contractor. At the completion of the contract, all facilities shall be returned to the Government in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of any repairs caused by negligence or abuse on their part, or on the part of their employees.

C. Installation-Provided Material (IPM).

It is anticipated that the contractor shall provide all materials in the performance of the contract.

D. Installation-Provided Equipment (IPE).

The Government will furnish or make available to the Contractor the tools and equipment described in the attachment. The Contractor shall maintain and repair the equipment per the Preventive Maintenance (PM) requirements in this contract and within the limits of liability specified in SOW Section C.16. Verification of the exact quantities and nomenclature of equipment shall be determined or verified by joint inventory per SOW C.3.2, Inventory. Included in the equipment provided to the Contractor are ODIN-managed personal computers.

E. Availability of Utilities.

The Government will furnish the following utility services at existing locations, for use in those facilities provided by the Government and as may be required for the work to be performed under the contract: electricity, steam, natural gas, water, sanitary sewer, storm drain, and local communications on site. Utilities specified above will be furnished at no cost to the Contractor. However, certain communication services, such as commercial telephone lines, cellular telephones, high-speed fax/data communications not available on site, etc. will be the responsibility of the Contractor. The Contractor shall comply with regulatory and energy requirements per Section, SOW C.8.2.A, General Administrative Requirements: Directives, Instructions, Policies, and Regulations.

F. Installation-Provided First Aid Facilities.

The Contractor shall post emergency telephone numbers at the job site. Report all emergencies by dialing 911 on Government telephones, or (650) 604-5555 on other phones. Ambulance, fire, and police services are available through this number, twenty-four (24) hours a day. The ARC Health Unit is located on the West end of Building 215, on Durand Road, across the street from the North side of the cafeteria, Building 235. It is open Monday through Friday, between 7:30 AM and 4:30 PM, for emergency care treatment.

3.2 INVENTORY

A. Joint Inventory.

Within fifteen (15) days following the start of the Base Period, a joint inventory shall be conducted by the Contractor and the Government of all installation provided facilities, equipment, and materials to be furnished to the Contractor.

1. During the inventory, the Contractor shall determine which items they choose to accept as Government

furnished and the exact quantity, condition, and serviceability of those items.

2. Items not desired for use by the Contractor shall be identified by written notification on the contract start date. Equipment not desired shall be staged by the Contractor at an on-site location indicated by the COTR for Government pick-up during the first twenty (20) days following the start of the Base Period.
 3. The Contractor shall prepare and certify a detailed inventory listing (jointly approved by the Government and the Contractor), and maintain the inventory in a current status for the Base Period and for any option years.
 4. The initial inventory is due within six (6) weeks of the start of the base period, as the Delivery of Reports. Current status means this inventory shall be updated by the Contractor within five (5) working days of any changes or discovery of any inventory discrepancies (See below Paragraph SOW C.3.2.B, Inventory Discrepancies). An electronic or hardcopy of the updated inventory shall be provided to the COTR with any changes clearly identified. No further distribution of the updated inventory is required until performance of the interim or final inventory. Inventory records shall include a PM schedule and reflect maintenance performed on accepted IPE throughout the term of the contract.
 5. **Interim Inventories:**
One (1) month prior to expiration of the Base Period and each option period, a joint inventory shall be conducted by the Contractor and the Government of all Government facilities and equipment entrusted to the Contractor. Interim inventories shall include the actions discussed in Paragraphs one (1) through three (3) above. Any Government property turned over to the Government for disposal shall be clearly identified. Interim inventory reports are due within two (2) weeks prior to expiration of the Base Period and each option period, as per the Delivery of Reports.
- B. Inventory Discrepancies.**
The Contractor shall provide a report electronically or by hardcopy of inventoried discrepancies as they are discovered or suspected which shall be forwarded to the COTR and the CO within five (5) working days of the reported discrepancy. The Contractor as described in Paragraph SOW C.3.2.C, Inventory at Contract Completion shall make reimbursement to the Government.
- C. Inventory at Contract Completion.**
One (1) month prior to expiration of the contract, or at the direction of the Contracting Officer, a final joint inventory shall be conducted by the Contractor and the Government of all Government facilities and equipment entrusted to the Contractor. The final inventory report is due upon contract completion, or at the direction of the Contracting Officer, as per the Delivery of Reports. At the completion of the contract (including option periods, if any), the Contractor shall return the same property equal in type, kind, quality, and quantity of items as originally furnished by the Government and accepted by the Contractor, exclusive of those items of equipment turned over to the Government for disposal during the course of performing the contract.
- D. At contract termination, the Contractor shall return all Contractor replaced equipment for which title was vested in the Government. Such property shall be in the same or better condition as when originally furnished except for normal wear and tear. The final inventory, jointly conducted, will determine equivalent monetary value required by the Government to repair or replace facilities and/or equipment. The Contractor shall reimburse the Government at the value or estimated amount established at the initial inventory. This amount shall be withheld from the Contractor's invoice and shall be deducted from the final contract payment by the government.**

C.4 Contractor-Furnished Items**4.1 GENERAL REQUIREMENTS**

Except for items listed in the attachment, as Installation-Accountable Government Property and Services, the Contractor shall provide all facilities, equipment, materials, and services to perform the requirements of this contract. The Contractor shall assure that all required materials and parts are readily available within the time frames required for recurring work, including preventive maintenance (PM), trouble call (TC) and service call (SC) requirements.

A. Materials.

All contractor furnished materials used for maintenance, repair or replacement shall be of quality equal to or better than the items to be replaced

B. Communications.

The Contractor shall maintain a local telephone number at which they can be reached at all times (twenty four (24) hours per day, seven (7) days per week) during the contract period. A telephone message-recording device is not acceptable. Acceptable methods for after regular working hours include: a paging beeper, cell phone, voice page, etc. The Contractor shall respond verbally to all calls within ten (10) minutes following initial notification. The Contractor shall immediately notify the COTR of any change in the telephone number or contacting procedures.

C.5 Firm Fixed Price Work

5.1 GENERAL REQUIREMENTS

- A. The Contractor shall provide comprehensive logistics management services covering all aspects of supply and warehousing services, equipment management, mail, packing, shipping and receiving, fleet management, refuse, recycling, and janitorial services. Recurring services work constitutes the majority of the FFP portion of this contract. The Contractor shall ensure recurring services work is given the priority and staffing resources it deserves in order to accomplish all assigned work within the specified parameters or frequencies. Lack of required labor or materials which delays work shall not be an acceptable cause for non-performance of work.
- B. The Contractor shall perform all work prescribed in accordance with the contract requirements referred to in SOW Sections C8, 9, 10, 11, 12, 13, 14, and 15.
- C. In addition to satisfying the technical requirements associated with this program, the Contractor shall also perform all related functions such as work control and scheduling, customer support, development and maintenance of internal operating procedures and systems, data gathering, records maintenance, report preparation, and problem follow-up and resolution described in the Statement of Work.

5.2 RECURRING SERVICES

Recurring services are defined as specific items of non-technical, but highly visible maintenance type work performed on scheduled frequencies or repetitively throughout the term of the contract. Although routine, recurring services require planning, scheduling, and frequent quality control monitoring by the Contractor and are accomplished without further input from the Government.

C.6 Indefinite Quantity Work**6.1 GENERAL REQUIREMENTS****A. Definition.**

Indefinite quantity work is non-routine, e.g. transportation (vehicle, equipment and other), moving, receiving inspection of high-strength fasteners, custodial storage services, metal cutting and burning, GSA sales and courier service consisting of Unit Priced Tasks (UPT) and Craft Hour Unit Price (CHUP) work, trouble calls which may be ordered by the Government as separate items, combination of items, or multiples of the same item, from the schedule of indefinite quantity work (bid schedule) in Section B on an as-needed basis during the course of this contract. The requirement for indefinite quantity work may be proposed by either the Contractor or initiated by the Government but work shall not begin without an approved "Delivery Order" in Section H, 1852.216-8, Task Ordering Procedure. The DO package, which may include attached sketches and additional specification sheets, will clearly identify the scope and location of desired work. The Contractor shall include the planning, estimating, and scheduling efforts of indefinite quantity work as part of the unit prices and CHUP rate for indefinite quantity work. Estimating ranges from developing and submitting preliminary cost estimates for budgeting purposes to extensive detailed cost estimates for larger projects. Up to ten (10) percent of the cost estimates prepared by the Contractor are for future requirements and may never be ordered by the Government. The Contractor will be paid a fixed price for each DO issued following final completion and acceptance of work.

B. Work Requirements.

The Contractor shall complete indefinite quantity work within the time frame specified on the DO unless modified by the Government in writing from the COTR and the CO. Completion requirements will be based on the Government's needs, impact on mission or project requirements, management interest, and when possible, the impact on the Contractor. Completion date determinations can only be made by the COTR at the time each DO is issued. If the DO does not specify a timeframe, the Contractor shall complete indefinite quantity work within fifteen (15) calendar days following receipt of the DO. Lack of labor, materials, and all necessary equipment, tools, and transportation shall not be an acceptable cause for unsatisfactory performance or failure to complete indefinite quantity work.

6.2 UNIT PRICED TASKS (UPT)

UPT is defined as an indefinite quantity work item, which includes all direct and indirect costs plus profit associated with the particular unit of work in place. Materials and equipment required for the accomplishment of individual UPT shall be included in the contract line item prices. All UPT work will be requested via DO. The accepted bid schedule line item unit price multiplied by the quantity ordered becomes the firm fixed price for the DO. UPTs do not require submission of cost estimates by the Contractor.

6.3 CRAFT HOUR UNIT PRICE (CHUP)

CHUP work is defined as indefinite quantity work, non-routine, which exceeds the firm fixed price work. The Contractor shall prepare and furnish a cost estimate identifying proposed labor, material, and equipment costs, which, upon approval by the Contracting Officer, become a firm fixed price. The Contractor shall prepare either a preliminary cost estimate to be used for planning and budgeting purposes, or a detailed cost estimate for accomplishment of work, when requested by the COTR.

A. Preliminary Cost Estimate Preparation.

The Contractor shall provide a preliminary, "scoping" type cost estimate for each CHUP work job within two (2) working days following verbal or written request by the COTR. The preliminary estimate shall identify summarized labor, material, and rental equipment costs.

B. Detailed Cost Estimate Preparation.

The Contractor shall prepare an independent estimate of the labor, material costs, and equipment required to complete work identified by written request of the COTR using the latest Industries Standards. If cost data is not available, quotes from local licensed suppliers and/or contractors shall be used in preparing the cost estimate. Any portions of DOs bid, as UPT shall be priced using the accepted bid schedule unit prices. Estimates and all supporting information, documentation, and calculations shall be submitted to the COTR within five (5) working days following the COTR's written request.

1. Total Labor Cost Estimate.

The total labor cost estimate shall be the sum of the required individual craft times multiplied by the SCA CHUP from the Schedule of Indefinite Quantity Work shown in the Bid Schedule, Section B.

2. Material Estimate.

The Contractor should receive and record price quotes from at least two (2) vendors that regularly engage in the supply of the required part or item. The estimated material cost should either be the lower of the two (2) quotes, or if the higher quote is selected, the best value to the Government. The vendor's name and corresponding price quote should be included in the estimate. The material price should be reduced by all discounts and rebates for core value or salvage value that accrue to the Contractor. Minor materials and supplies incidental to the job and any material handling costs should not be included since these costs are included in the CHUP.

3. Special Purpose Mobile Equipment (SPME).

For required SPME the Contractor shall include a detailed price listing, stating size, capacities, quantity, number of units, and unit prices. If rented, the equipment cost should be based on the lowest periodic price available considering the time constraints of the job, including applicable operator personnel, if commercially furnished by the lesser. The equipment rental price should be the lowest price of at least two (2) recorded vendor quotes, or if the higher quote is selected, the best value to the Government. The vendor's name and price quote should be included in the estimate. If Contractor owned, the equipment cost should be determined using industries standards cost data for the local region.

C. Cost Estimate Evaluation and Approval.

The Contractor's detailed cost estimate will be evaluated and compared to an independently prepared Government cost estimate to determine if:

1. The Contractor has clearly and accurately identified the scope.
2. The craft hours have been accurately applied.
3. Equipment and material estimates are reasonable and properly documented.
4. UPT work has been estimated using the accepted unit prices.

Given no estimating errors or changes in scope, the estimate may be accepted as proposed without further discussion or negotiation with the Government. All estimates prepared by the Contractor for the Government shall be good for a minimum of thirty (30) days from the submittal date. An approved estimate will become a firm fixed price for the work described on the DO signed by the Contracting Officer. If the Contractor and Government fail to agree on the price for any CHUP work, the Government reserves the right to unilaterally establish the price and the Contractor may dispute the action as provided in FAR clause 52.233-1, Disputes, included in Section I. The established price by the Government will be based on current price quotes from local vendors. Repeated failure by the Contractor to negotiate in good faith with the Government for CHUP work may be cause for default of the contract per the FAR clause 52.249-8, Default (Fixed-Price Supply and Service), in Section I.

6.4 CHANGES TO SCOPE OF WORK

If, during performance of indefinite quantity work, the Contractor encounters unforeseen conditions which impact the work and could not be evaluated during the initial estimating procedures, the Contractor shall not proceed without obtaining the Contracting Officer's authorization. The Contracting Officer or COTR will direct the Contractor to estimate the change of scope for the unforeseen condition only, or prepare a new estimate for the total job as revised. The Contracting Officer will, after review and approval of the estimate, issue a modification to the DO for the change in scope.

6.5 ACCEPTANCE OF INDEFINITE QUANTITY WORK

The Contractor shall notify the COTR within one (1) working day following completion of each DO to schedule a joint final inspection. The Contractor shall allow a minimum of three (3) working days after the Contractor's request

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for the Government to schedule the joint final inspection. The Government will thoroughly inspect and accept indefinite quantity work only after all work has been completed and noted discrepancies have been corrected. A complete DO package, including a statement of corrective action taken and revised sketches or drawings (if other than originally provided in the scope of work), shall be returned to the COTR within three (3) days following the joint final inspection. Following final acceptance by the Government, the Contractor shall invoice for payment as specified in Section G, ARC 52.232-93, Submission of Invoices – Fixed Price.

C.7 Travel And Training

7.1 GENERAL REQUIREMENTS

Travel and Training. The Contractor shall provide the required travel and training as required. All required travel and training shall be negotiated with and approved in advance by the CO. Travel will be reimbursed at cost, and the contractor shall adhere to the requirements of the Joint Federal Travel Regulations in planning and performing travel. Any travel or training requirements shall be incorporated as a Task Order to the contract under the IDIQ "surge" subCLINs outlined in B.1.

C.8 Management And Administrative Requirements**8.1 FIXED PRICE REQUIREMENTS**

The Contractor shall institute and maintain an effective, efficient, and responsive program management organization, which is responsible for management and oversight of contractor personnel, other contract resources, and contract performance, deliverables, and cost. The Contractor shall promptly alert the COTR and/or CO of any problems, which may adversely impact the timely and cost-effective delivery of quality products or services under this contract. The Contractor shall support all audits, VPP initiatives, investigations, Business Strategy Plan, President's Management Agenda, Quality Management Reviews, Heightened Security Measures, and Functional Self-Assessments as identified by the government.

A. Work Control.

The Contractor shall implement all necessary work control procedures to ensure fully adequate and timely completion of work requirements, as well as tracking of work in progress. The Contractor shall plan and schedule work to assure material, labor, and equipment are available to complete work requirements within the specified time limits and in conformance with the quality standards established herein. The Contractor shall provide a functioning position (Project Manager) to act as liaison between Contractor and government representatives to provide on-site direction and supervision, and who will take an active role in the operational and administrative processes. In addition, the Contractor shall assign project management teams with defined responsibilities and authorities. To ensure that general contract requirements are fully integrated and coordinated within the contract the Contractor's management team will maintain a variety of communication systems among and between contract management and Contractor employees. The Contractor's managers also will employ "hands-on" management of daily activities through regular, direct contact with each employee. The Contractor shall develop and maintain efficient computer systems compatible with NASA systems. The Contractor shall expand and enhance the use of ARC's Logistics Branch Web Site Home Page (1) to collect information and automate processes such as requests for office movement and excess property pickup; (2) to disseminate information such as the mail services guide, office movement planning info, and ACAP info; and (3) to create a Relational Database (using Microsoft Access or equivalent) with Intranet interchange capability for the purpose of disseminating custodial storage information. The web site shall be updated by the Contractor at least quarterly. Verbal scheduling and status reports shall be provided when requested by the COTR. The status of any item of work must be provided within two (2) hours, except as may otherwise be specified.

B. Allowable Work Hours:

Except as may otherwise be specified, all work shall be performed during regular working hours as defined in SOW Section C.1B, General Requirements; Scope of Work; Regular Working Hours. If the Contractor is required to perform work on Saturdays, Sundays, holidays, or outside the hours specified above, they must obtain prior approval from the CO/COTR.

C. Work Schedule.

The Contractor shall schedule work so as not to cause interference with the normal occurrence of Government business. In those cases where some interference is unavoidable, the Contractor shall make every effort to minimize the impact of the interference and its effects on the occupants or users. The intent of the Government is to allow the Contractor to develop a flexible schedule facilitating the efficiency of operations and services.

D. Initial Work Schedule:**1. Base Period:**

The Contractor shall submit to the COTR and the CO, electronically the names and phone numbers of the site manager and alternate(s) authorized to act for the contract fourteen (14) calendar days following contract award and thereafter as changes occur. The Contractor shall provide an electronic copy of all assigned personnel to the COTR and the CO fourteen (14) calendar days following contract award. The list shall be updated whenever change occurs to the permanent, full and part-time staff members. The Contractor shall furnish sufficient personnel to perform all work specified within the contract.

2. Option Periods:

No less than fourteen (14) calendar days prior to the start of each Option Period, the Contractor shall submit to the COTR and the CO a general work schedule of planned work to be performed for that option period. The initial work schedule should be submitted as one (1) legible copy and one (1) computer disk in

a format acceptable to the COTR and the CO. The above work schedules shall serve as the baseline general work schedule for each of the Base and Option Periods. Any changes to these schedules shall be discussed with and approved by the COTR and the CO. The Contractor shall then submit updated work schedules, in electronic format to the COTR and the CO.

E. CONDUCT:

Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Contracting Officer or the COTR to be contrary to the public interest or inconsistent with the best interests of Government security.

F. RESIDENCY:

No employee or representative of the Contractor will be admitted to the site of work unless he/she furnishes satisfactory proof that he/she is a citizen of the United States, or if an alien, their residence within the United States is legal.

G. EMPLOYEE IDENTIFICATION:

All Contractor/subcontractor employees working under the contract shall be identified by a distinctive nameplate, emblem, or patch attached in a prominent place on an outer garment. Employee identification shall not be substituted for NASA required passes or badges.

H. RECORDS AND REPORTS:

1. Records.

The Contractor shall maintain historical records of all work performed, and prepare and submit all reports and operating procedures specified herein. Daily, weekly, monthly, and other recurring operating records, reports, logs, and other documents are either specified as contract requirement submissions in the technical sections of this specification under documentation and reporting requirements, as specified within the bid package as inherent performance requirements under the firm fixed price portion of the contract.

2. Reports:

All correspondence, records, reports, logs, and other documents submitted by the Contractor to the Government shall be provided electronic form where feasible and software compatible, unless otherwise specified. Acceptable formats are Microsoft Word, Excel or formats by either one. Delivery shall be made on a media agreeable to the COTR/designee in PC or Macintosh format, except as otherwise specified in the delivery reports.

3. Contract Completion:

All records and copies of reports shall be turned over to the COTR within five (5) calendar days following contract completion.

4. Media:

All information and the media (if applicable) on which it is delivered to the Government becomes the property of the Government and will not be returned to the Contractor except for correction of errors.

8.2 GENERAL ADMINISTRATIVE REQUIREMENTS

A. Directives, Instructions, Policies, and Regulations:

1. Regulatory Requirements.

The Contractor and all his employees shall become acquainted with and obey all Government directives, instructions, policies, and regulations. See the attachment for a listing of applicable NASA and other Federal agency directives, instructions, policies, and regulations.

2. Energy Conservation.

The Contractor shall participate actively in the ARC energy conservation program. The Contractor shall comply with the NASA energy conservation program and shall become familiar with NPR 8831.2E (Facilities Maintenance and Operation Management). Use of high-energy consuming tools, lighting fixtures, or equipment shall be minimized as much as possible by using the most efficient technology

available, which fully meets the requirements of the application.

B. Emergency Procedures.

The Contractor shall ensure that his/her employees know how to report any accident, fire, toxic chemical, electrical, security, flooding, or police emergency. All mishap, incidents, near misses/close calls as well as occupational injuries and illness must be reported to the government on NF 1627, "Mishap Report", and completed IAW NPR 8621.1.

C. Environmental Protection and Policies.

The Contractor shall comply with all applicable Federal, State, and local laws, and with the regulations and standards listed in the attachments. All environmental protection matters shall be coordinated with the COTR. Inspection of any of the facilities operated by the Contractor may be accomplished by the Government or authorized officials without notice at any time. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by Contractor negligence, the Contractor shall reimburse the Government for the amount of that fine and other related costs incurred by the Government. The Contractor shall also clean up any hazardous waste spills, which result from the Contractor's operations. The Contractor shall comply with the instructions to the cognizant NASA Environmental Services Office (Code J) and or the Safety Health and Medical Services Office (Code J) with respect to avoidance of conditions which create a nuisance or which may be hazardous to the health and safety of onsite personnel. The Contractor shall observe and adhere to all requirements for handling and storage of combustible supplies, materials, waste, and trash.

D. Documentation Reduction.

The Contractor shall ensure to the maximum extent practical, that documents be transferred electronically, documents printed internally be double-sided, and contracts, grants, and cooperative agreements include provisions that require documents to be printed double-sided on recycled paper meeting or exceeding the standards established in Executive Order (EO) 12873 of October 20, 1993, or in future EPA guidelines.

E. Disposal.

Debris, rubbish, and non-usable material resulting from the work under this contract shall be disposed of by the Contractor at his expense off Government property unless otherwise directed by the COTR. Hazardous waste must not be removed from Government property and shall be turned over to the Government for disposal as detailed in Section C.9, Environmental Health and Safety Management.

F. Safety Requirements and Reports

1. Safety:

The Contractor shall provide all safety equipment required to perform the work specified in this contract. All work shall be conducted in a safe manner and shall comply with all NASA requirements.

2. Conference:

Prior to commencing work under this contract, the Contractor shall meet in conference with the Contracting Officer and COTR to discuss and develop mutual understandings relative to administration of the Environmental Health and Safety (EHS) Program.

3. Inspections:

The Contractor's workspace may be inspected periodically for OSHA and NASA violations. Abatement of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to Code J representative(s) and the Federal or State inspectors if a complaint is filed. Any fines levied on the Contractor by Federal or State offices due to health and safety violations shall be paid as required by the agency issuing the fine/citation.

4. Accidents:

The Contractor shall report to the COTR and the CO, exposure data collected from industrial hygiene monitoring/sampling. All mishap, incidents, near misses/close calls as well as occupational injuries and illness must be reported to the government on NF 1627, "Mishap Report", and completed IAW NPR 8621.1. All accidents shall be reported to the COTR and the CO within four (4) hours of their occurrence. All mishap, incidents, near misses/close calls as well as occupational injuries and illness are defined in

NPR 8621.1.

5. **Damage:**

The Contractor shall submit to the COTR a full report of damage to Government property and equipment by Contractor employees. All damage reports shall be submitted to the COTR within twenty-four (24) hours of the occurrence.

G. **Security Requirements.**

1. **Security:**

The Contractor shall comply with all NASA and local security requirements. Upon request, the Contractor shall submit the name and address of each employee hired for work on this contract and shall ensure all questionnaires and other forms as may be required are completed in a timely manner. Two (2) secret level security clearances will be required at the Contractor's expense.

2. **Heightened Security Measures.**

The Contractor shall follow ARC Protective Services security requirements during the heightened alert. When the THREATCON (or FPC) level changes the contractor shall have an appropriate operating procedure in place.

3. **Disclosure of Information:**

Neither the Contractor nor any of its employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by contractors to the Government, which, could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under his/her control in connection with work under this contract, may subject the Contractor, his/her agents, or employees to criminal liability under 18 U.S.C. Sections 793 and 798. All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, the resolution of which may require the dissemination of official information will be directed to the COTR and the CO.

4. **Violations:**

Deviations from, or violations of, any of the provisions of these Security Requirements, will, in addition to all other criminal and civil remedies provided by law, subject the Contractor to immediate termination for default.

H. **Passes and Badges:**

All Contractor employees shall obtain the required employee passes or badges. The Contractor shall, prior to the start of the contract, submit to the COTR/CO an estimate of the number of personnel expected to be utilized at any one time on the contract. The Government will issue badges without charge. Each employee shall wear Government issued badge over the front of their outer clothing at all times on Government property, except when this presents a safety hazard in which case the badge must be kept in the employee's possession. When an employee leaves the Contractor's service, the employee's pass or badge shall be returned before final termination of employment. Passes and badges issued to Contractor employees shall not negate the requirement for employee identification required in SOW Paragraph C.8.1.G, Employee Identification.

I. **Access to Buildings:**

1. **Access.**

It shall be the Contractor's responsibility to obtain authorized access to buildings and facilities, and arrange for them to be opened and closed to accomplish work under this contract.

2. **Keys:**

Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each workday. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his/her employees. If the

COTR decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the COTR has reasonable cause to believe that the combination has been compromised.

J. Identification of Vehicles.

The Contractor's company name shall be displayed on each of the Contractor's vehicles in a manner and size that is clearly visible. All Contractor vehicles shall display a valid State license plate, and shall be maintained in good repair.

K. Training, Appointments, Certifications, Licenses and Permits.

The Contractor shall, without additional expense to the Government, obtain all appointments, licenses, training, certifications and permits required for the execution of all contract work, unless such training, certification, etc. is determined and approved by the CO as task-unique, and in the best interest of the government. The Contractor shall comply with all applicable Federal, State, and local laws. Evidence of such permits and licenses shall be provided to the CO before work commences.

8.3 DOCUMENTATION AND REPORTS

Work Schedule Database:

The Contractor shall continuously maintain a database of services scheduled and performed. The database shall indicate all information specified in Paragraph C.8.2, General Administrative Requirements, plus fields for unit cost, quantity, work performed, labor hours, and materials used in a format acceptable to the COTR. Specific fields in the database will be agreed upon at the pre-performance conference. Quarterly reports shall be provided to the COTR and the CO.

C.9 Environmental Health and Safety (EHS) Management**9.1 FIXED PRICE REQUIREMENTS****A. General Intention.**

The Contractor shall establish and maintain internal safety, health and environmental compliance controls encompassing both management and functional responsibilities for its own operations at NASA on MF and Camp Parks locations, including on-site and off-site Government, contract tenant organizations and Annexes 1, 2, and 3. The work performed under this contract shall include, but is not limited to, providing timely responses and appropriate corrective or remedial actions, as required, to address EHS requirements; and designating responsibility for prevention, control, and abatement of environmental pollution to appropriate individuals. All work performed under this contract shall be done by conforming to applicable EHS statutes, orders, and regulations. The Contractor shall notify the Government prior to operation, whenever an operation will result in the storage of hazardous materials, emission of pollutants or contaminants, generation of hazardous waste, or have an effect on protected natural or cultural resources; inspecting hazardous materials storage locations including above ground tanks, and secondary containment; tracking and recording in an orderly fashion the amount of waste water that is pumped, treated, or discharged; and keeping up-to date Material Safety Data Sheets (MSDS) files and inspection records to be maintained in an orderly fashion with incumbent database. All hazardous classes as identified in CFR 49 are applicable.

B. Planning.

The Contractor shall develop plans, drawings, work statements, specifications and/or other product descriptions involving EHS management as required. The following factors shall be considered during acquisition planning: (1) elimination of virgin material requirements; (2) use of recovered materials; (3) reuse of products; (4) life cycle assessments (including toxicity reduction or elimination); and (5) ultimate disposal, as appropriate. These factors should be considered in acquisition planning for all procurements and in the evaluation and award of subcontracts, as appropriate.

C. Responsibility.

All Contractor employees shall be responsible for the following:

1. Conducting work in compliance with all applicable EHS requirements; including the Ames Safety Accountability Program (ASAP), the Ames Safety Manual and attending all required training courses.
2. Reporting identified EHS problems through Contractor line management to the Government.
3. Reporting statistics to the Contractor's Monthly Accident Report (CMAR) system.
4. The Contractor shall provide support, guidance, and assistance to its employees in interpreting EHS policies, requirements, and standards, including the preparation of plans and reports where applicable.

9.2 DOCUMENTATION AND REPORTING REQUIREMENTS**A. Safety and Health Plan.**

The Contractor shall develop a written Safety and Health plan for employees involved in hazardous operations that are a part of this contract. The Safety and Health plan shall include: (1) an organizational structure, (2) a comprehensive work plan, and (3) implementation plan for the Ames Safety Accountability Program. The plan shall be designed to identify, evaluate, and control safety and health hazards, and provide for emergency response for hazardous chemical spill and contaminated parcels. The Safety and Health plan shall be submitted to the COTR within fourteen (14) calendar days following the start of the Base Period and updated as warranted by changes in requirements. The contractor's implementation of this plan shall be subject to periodic review by the COTR/designee. The Safety and Health Plan will be incorporated into the resultant contract as Attachment J.C1.

1. Organizational Structure.

Outline the specific chain of command and specify the overall responsibilities of supervisors and employees. The organizational structure shall include, as a minimum, the following elements:

- (a) A general supervisor who has the responsibility and authority to direct all hazardous waste operations in cooperation with the Government.

- (b) A safety and health supervisor who has the responsibility and authority to develop the site safety and health plan and verify compliance in cooperation with the Government.
 - (c) Other personnel required for emergency response to hazardous operations and their general functions and responsibilities.
 - (d) The lines of authority, responsibility, and communication.
2. Comprehensive Work Plan.
The EHS plan shall address the tasks and objectives of the site operations, the logistics and resources required to accomplish those tasks and objectives, and also various plans.
- (a) The EHS plan shall address anticipated clean-up activities as well as normal-operating procedures, which need not repeat the employer's procedures available elsewhere.
 - (b) The EHS plan shall define work tasks and objectives and identify the methods for accomplishing those tasks and objectives.
 - (c) The EHS plan shall establish personnel requirements for implementing the plan.
 - (d) The EHS plan shall identify and provide for the implementation of the training required for compliance with NASA, OSHA, or ARC requirements.
 - (e) The Contractor shall establish goals compliant with the current federal, state, local and NASA policy requirements (i.e. in 2002, NASA policy goal was that 35% of the solid waste stream be diverted from the landfill) for solid waste prevention and recycling, excluding paper, cardboard, cans, plastics, and toner cartridges, to be achieved by the end of each calendar year. This report shall be submitted to the COTR. The first report is due no later than May 15, 2009, and annually thereafter.
 - (f) The Contractor shall be responsible for adequate signage, publicity, and/or education to accomplish recycling and affirmative procurement goals within the Scope of the Contract.
3. Implementation Plan of the Ames Safety Accountability Program.
The Program shall reduce and ultimately eliminate all occupational injuries and illnesses through increased awareness, accountability and responsibility by managers, supervisors, employees and contractors. The primary results of such a program include:
- (a) A reduction in accidents.
 - (b) The building of a "Safety Culture" (The institutionalization and belief that accidents are preventable).
 - (c) Each person thinks and takes actions that avoid unwanted consequences later.
 - (d) A program driven by ethics and not by compliance.
 - (e) A team approach to eliminating all accidents.
 - (f) Managers and employees feel equally responsible for safety.
 - (g) Employees shall participate and take responsibility for their own actions.
- B. Environmental Protection.
The Contractor shall comply with all environmental directives, instructions, policies, and regulations. The Contractor shall comply with the FAR Part 23.4, Use of Recovered Material and FAR clause 52.223-4, Recovered Material Certification.
- C. Hazardous Materials.

All hazardous materials shall be stored, used, and disposed of in accordance with Federal, State, and local environmental laws and regulations.

1. **Asbestos.**
All "Potentially Asbestos Containing Material" as defined by OSHA shall be tested prior to disturbance or removal.
2. **Lead.**
All painted surfaces shall be tested for lead prior to disturbance or removal.

D. Storm Drain Discharge.

No items shall be discharged into the storm drain system except rainwater, fire hydrant water, non-contaminated drinking water, and industrial potable water that has been tested by the Government to be below waste discharge levels for the local community. All wastewater produced by mopping and cleaning activities shall be disposed of into the sanitary sewer system.

E. Ames Safety Accountability Program Schedule

1. **Monthly (12/year)**
Each support service contract manager/supervisor shall complete a safety survey in each of their areas, (buildings/facilities where their employees work) of responsibility. Code QH will provide the safety checklist to be used. There will be three (3) potential Safety survey checklists to use: one for offices, one for shops and one for laboratories. The contractor shall provide a photocopy of the completed inspection(s) to the COTR no later than the last working day of the month.
2. **Bi-Monthly (6/year)**
Each support service contract manager/supervisor shall present a basic safety meeting to all of their employees. The Ames Safety Office will provide monthly safety meeting topics that are downloadable from the web site: <http://dq.arc.nasa.gov/gh/sap/fy2000/safety-meetings.htm>. The contractor shall provide a photocopy of the completed bi-monthly safety meetings sign-in sheet(s) to the COTR or designee no later than the last working day of the month.
3. **Quarterly (4/year)**
Each support services contract manager/supervisor shall present a quarterly safety training course to all their employees. The contractor shall provide a photocopy of the completed quarterly safety training sign-in sheets to the COTR or designee no later than the last working day of the quarter.
4. **Monthly (12/year)**
All safety hazards identified/listed in the "Safety Improvement Tracking System" will be presented monthly to the Executive Safety Committee or as requested. The "Safety Improvement Tracking System" is comprised of both safety and health hazards found during routine visits from the Ames Safety Office as well as from "Close Call" reports. Contractors are encouraged to resolve all of the action items assigned in the "Safety Improvement Tracking System" with their corresponding NASA Branch/Division Chief or COTR as quickly as possible. Monthly or as requested, unresolved safety hazards identified/listed in the "Safety Improvement Tracking System" will be forwarded to the Executive Safety Committee for review.

Table 1. Summary of Safety Accountability Program Metrics and Schedule

Safety Survey/Inspections of Your Areas	Safety Meetings	Safety Training	Safety Improvement Tracking System
Monthly	Bi-Monthly	As required	Monthly

The metrics, listed across the top of the table, are to be completed by the Contract Manager/Supervisor within the schedule for completion shown.

F. Hazardous Material Inventory and Tracking Report.

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The Contractor shall complete Santa Clara County Environmental Office web-based report located at http://128.102.89.219/4DAction/Web_HMIS_ListItem/4772&All&start=1. The Contractor shall generate and submit to the COTR a hard copy of this report. This Hazardous Material Inventory Report, which includes information on the amount of each hazardous material procured, used, and inventoried, shall be completed, processed and submitted no later than January 20 of each year.

C.10 Supply and Management Services**10.1 INDEFINITE QUANTITY WORK:**

Indefinite quantity work shall be ordered in accordance with Section C6, Indefinite Quantity Work.

A. Data Base Control (NASA Supply Management System (NSMS)).

The Contractor shall utilize and maintain the NSMS database system in supply management. This is a system developed and prescribed for use throughout NASA to standardize, simplify and reduce/control management cost. The NSMS is changed from time to time to accommodate new requirements. The Contractor shall test all changes and enhancements prior to implementation. This requirement is intended to apply to any future asset management systems developed or prescribed for its designed purposes (e.g. IFMP, IAM). In the absence of any such system prescriptions, the Contractor is free to utilize whatever means they find appropriate to accomplish these functions without disruption in services but with COTR's approval.

B. Material Retention In Custodial Storage.

The Contractor shall conduct an annual review, justify and photograph all items for the continued retention in custodial storage. The Contractor shall conduct periodic reviews to ensure that hazardous materials are not stored in custodial storage areas.

C. Alert, Safe Alerts, and Problem Advisory Report.

The Contractor shall prepare the Alert, Safe Alerts, and Problem Advisory Report, per occurrence, and shall submit it to the SEMO, through the COTR, for approval.

D. Metal Cutting and Burning.

The contractor shall perform metal cutting and burning operations in a government equipped facility. The contractor shall provide rough cuts of metal from government stock based on requester's written dimensions, sketches, or drawings, set up and operate equipment including mobile and fixed lifting devices necessary to position heavy plate metal, and make final cuts in accordance with specifications.

E. Stores Stock/Just-In-Time (JIT) Supply Management.

The Contractor shall manage general supply and warehousing including pick-up, delivery, shipping, receiving, storing, binning, issuing, data entry, and management for approximately eight thousand (8,000) store stock, which includes approximately four thousand (4,000) JIT commodities annually. The Contractor shall manage the associated shelf-life program for ARC customers and programs. The Contractor shall perform special tasks related to stock management, support affirmative buying under the Federal Resource Conservation and Recovery Act and EO's 12856, 13101, and 13148. The NASA Supply Management System (NSMS) shall be utilized to support these functions.

1. Files Maintenance Rejection Delinquency Receival and Inspection.

The contractor shall maintain hardcopy files of approximately five (5) ARC Purchase Requests/Purchase Orders for non-stock Fed/Mil orders and approximately twenty (20) Issue Release/Receipt Documents for all Fed/Mil orders per month. The Contractor shall process approximately two hundred (200) purchase orders and five thousand (5,000) ARC-45s annually. The contractor shall manage the supply and equipment rejection process involving approximately ten (10) rejections per year. The contractor shall process Rejection and Delinquency (ARC 276) or submit a Receivable and Inspection Report (ARC 76) within eight (8) working hours upon receipt of assets. The Contractor shall process transactions and maintain liaison with the ARC Financial Management Division. Federal, State and local regulations govern all purchases where applicable.

2. JIT Process.

The Contractor shall provide timely desktop delivery of commonly used materials and other assets as required by utilizing the JIT process. The cost of the products itself is not included in the Fixed Price portion of this contract. The Contractor shall draw down on the store stock material and coordinate its efforts with the inventory management section. The time between request and acceptance to time-of-issue shall not exceed two (2) working days for regular issues, five (5) working hours for urgent issues, and four (4) working hours for work stoppage issues. These timelines are only applicable if materials and other

assets are available in stock. The Contractor shall update NSMS with the current pricing from the vendors as applicable. The Contractor shall be required to process returns to the vendor within three (3) working days upon receipt/rejection. There are approximately one hundred and fifty (150) returns per year. The Contractor shall obtain best value on all commodities purchased.

3. JIT Method of Supply Inventory Concept. The Contractor is required to utilize a JIT method of supply inventory. Data related to stock issue/JIT shall be entered into the NSMS. Services include processing forms utilizing NSMS. The Contractor shall ensure necessary authorizations have been secured for issuance of commodities in store stock and JIT. The Contractor shall ensure special items, safety-related items, and those requiring functional or supervisory approval are maintained at proper stock levels. The contractor shall coordinate excess quantity requests with the customers.
- F. Store Stock and Stock Catalogs.
The Contractor shall maintain the established ARC Stores Stock Cataloging system in accordance with NPR 4100.1D and Chapter 3 of FPMR 101 30.3. Approximately twenty-five (25) requests for such reports are submitted annually.
- G. Agency Interaction.
The Contractor shall interact with the General Services Administration (GSA) and/or the Defense Logistics Agency (DLA) regarding registration and withdrawal actions, collaborations, and item reduction studies. The Contractor shall input commercial direct-buys monthly using NSMS. In addition, the Contractor shall manage the Federal Standard Requisitioning and Issue Procedures (FEDSTRIP), Military Standard Requisitioning and Issue Procedures (MILSTRIP), and commercial acquisitions; and process inventory adjustments.
- H. Monthly Data Analysis Reports and Detail Indicators.
The Contractor shall provide monthly metric data in formats requested by the COTR and detail analysis of indicators of success for processes and results relating to performance of activity. The information shall be maintained in spreadsheet format and in specified formats, bar and line graphs, or in such other formats as specified by the government. Information shall be developed and maintained on a software package compatible with Microsoft Office. The Contractor is required to maintain, but not limited to, the following type of information:
1. Incoming Supplies
 - (a) Number of items received
 - (b) Number of line items defective and dollar value
 - (c) Inspected items and dollar value
 - (d) Number of items rejected and dollar value
 - (e) Number of special tests performed
 2. Inspections on Existing Stock
 - (a) Number of items pulled from stock from government for inspection.
 - (b) Number of defective government items pulled from stock for inspection.
 - (c) Number of items pulled from stock from commercial for inspection.
 - (d) Number of defective commercial items pulled from stock for inspection.
 - (e) Number of items pulled from stock from unknown sources for inspection.
 - (f) Number of defective items pulled from stock from unknown sources.

- I. Resource Conservation and Recovery Act Report/Questionnaire.
The Contractor shall prepare and submit this report/questionnaire to the COTR/designee annually by January 31.
- J. Supplies, Materials, Services, Equipment and Regulations.
The Contractor shall furnish all supplies, materials, services and any necessary equipment not identified as GFE to support the operations of other Agencies within the confines of Moffett Field (MF) and Camp Parks locations, on-site and off-site Government, contract tenant organizations, and annexes 1, 2, and 3 as necessary and the daily operations described in this section. The Contractor shall comply with NPRs, NPDs, 41 CFR Chapter 101, Subchapters E and H; and all applicable NASA and ARC instructions, guidelines, handbooks, and other policy and procedures where applicable, which are available through the Internet. The Government will provide those addresses upon Contractor's request.
- K. Program and Standby Stock Management.
The Contractor shall manage program stock (to include Animal Care Facility support) and stand by stock including pick-up, delivery, shipping, receiving, storing, binning, issuing, data entry, and management for approximately fifteen hundred and fifty (1,550) program stock items and three hundred sixty-four (364) standby stock items annually. The NSMS shall be utilized to support these functions. The Contractor shall ensure the timely delivery of requested items and provide pick-up of merchandise from vendors in emergency situations
- L. Inventory Maintenance for Program and Standby Stock.
The Contractor shall schedule and conduct inventory for approximately fifteen hundred and fifty (1,550) program stock and three hundred and sixty-four (364) standby stock line items. The Contractor shall conduct a 100% inventory of stock and maintain a 98% inventory accuracy rate during the life of the contract. The Contractor shall provide the Government a copy of the inventory schedule ten (10) days prior to initiating action.
- M. Program and Standby Stock Cataloging.
The Contractor shall prepare the request for Cataloging Support Action, item reduction report, and any other cataloging reports when requested by the COTR/designee and submit to GSA when necessary. Approximately five to ten (5-10) requests for such reports are submitted annually. The number of items managed includes fifteen hundred and fifty (1,550) program stock and three hundred and sixty-four (364) standby stock.
- N. Gas Cylinders/Dewars.
The Contractor shall manage, and control all gas cylinders/Dewars in accordance with NPR 4100.1D. The Contractor shall maintain and coordinate the existing or any future gas/Dewars cylinder program. The Contractor shall verify compliance with existing government purchase order/DO and contract specifications and prepare all documentation related to acceptance or rejection. The Contractor shall maintain a computerized spreadsheet to track gas cylinders/Dewars. The spreadsheet shall include categories such as the shipment number, order number, date received, date returned, serial number, quantity in tons, and the total quantity in liters/cubic feet.
- O. Shelf-Life Assessment Report (Quarterly).
The Contractor shall prepare the Shelf-Life Assessment Report, which is due on the 10th working day after the end of each quarter.
- P. Reports on NASA Form 1324.
The Contractor shall prepare and submit the following report on NASA Form 1324 and it shall be submitted to NASA headquarters and/or the COTR semiannually by May 15 and annually by November 15. This Report includes, but not limited to, the following:
1. Materials Inventory Management System Data
 2. Materials Acquisition Activity
 3. Federal Cataloging Inventory Data.
 4. Performance Measures.

C.11 Equipment Management Services

11.1 FIXED PRICE REQUIREMENTS

The contractor shall provide labor to support data input into the Integrated Asset Management (IAM) module. This module includes SAP, N-Prop, and DSPL data bases. Data input transactions will be done in accordance with the following NASA directives:

NPD 4200.1B, Equipment Management Manual
NPR 4200.1F, NASA Equipment Management Procedural Requirements
NPR 4200.2B, Equipment Management Manual for Property Custodians
NPD 4300.1B, NASA Personal Property Disposal Policy
NPR 4300.1A, NASA Personal Property Disposal Procedural Requirements

A. Equipment Management:

The Contractor shall use the NASA Integrated Asset Management (IAM) SAP System and N-PROP and DSPL system modules in making system data changes (transactions). The N-PROP and DSPL are front end web-based applications prescribed by NASA for equipment and property disposal, respectively. The Business Warehouse (BW) is a NASA database through which business reports are generated. The Contractor shall ensure ARC system changes are properly, accurately and timely processed to ensure data integrity of the database systems.

1. Point of Contact (POC) for N-Prop, DSPL and Business Warehouse (BW):

The Contractor shall serve as POC to provide training, guidance, and assistance to equipment end users in the submission of required equipment documentation, decaling equipment, system data transaction entries and generating BW reports, as necessary. The training shall include the use of the Integrated Enterprise Management Performance (IEMP) Support Center (EPSS) End User Procedures for Equipment Management, Inventory Management, Disposal Management and N-PROP. System changes are made at a monthly average of 400 transactions.

2. Inventory:

The Contractor shall serve on the Equipment Inventory Team, charged with conducting a triennial equipment inventory IAW NPR 4200.1F. The inventory process includes bar code scanning of decaled equipment, uploading of scanned data to SAP, inventory reconciliation and processing of Found-on-Station (FOS) reports, the process of which entails equipment decaling and system data entry. The current equipment inventory of approximately 21,000 items, also includes capital equipment (with unit cost of \$100,000 or more) and sensitive items. As an Inventory Team Member, the contractor will scan approximately 3,500 line items per year.

B. Disposal

1. IAM DSPL: Data Base System

The Contractor shall use the DSPL system module prescribed by NASA in support of disposal functions and in reconciling accounts maintained by the Financial Management Office. The Contractor shall ensure that all turned-in excess items have proper documentation, when completing contractor-performed inputs to the system controlled excess property has proper documentation, is picked-up and transported to the designated area by the respective custodian within 48 hours of receipt of excess property. The contractor shall ensure that contractor-performed data entries are made error free, and excess property is properly and timely racked and warehoused to facilitate proper screening/transfers.

2. Disposal Sales

The Contractor shall provide support to GSA and the government in conducting sales of excess property in accordance with the Code of Federal Regulations 41, chapter 101, Subchapter H, Utilization and Disposal,

and the NPR 4300 series, NASA Personal Property Disposal Procedures and Guidelines. The Contractor shall help prepare equipment for sale by GSA auctions (web-based sales) when the equipment disposal life cycle dictates. The life cycle of disposal equipment is normally twenty-one (21) days. The Contractor shall assist in the disposition/pickup of sold inventory and record all sales in DSPL.

11.2 INDEFINITE QUANTITY WORK

A. Disposal Management Physical Inventory and Reconciliation.

The Contractor shall conduct and complete a 100% physical inventory of all items in disposal on an annual basis. Within thirty (30) days following each physical inventory, the Contractor shall provide a written report of all items inventoried and of all the items not found to the PDO. The Contractor shall ensure that all discrepancies (items lost, misplaced, out of location, etc.) found during this effort are resolved within two (2) weeks. The physical inventories shall be completed, including reports and resolution of all discrepancies, no later than June 30 of the calendar year.

B. Disposal Abandonment and Destruction.

The Contractor shall process all requests to abandon or destroy property at the discretion of the Property Disposal Officer in accordance with CFR 41, 101, Subchapter H and the NPR 4300 series. Property reporting shall be completed on NF 812 and sent to the Property Disposal Review Board for determination to abandon or destroy as appropriate.

C. Disposal of Scrap

The contractor will maintain and manage scrap yard and all scrap and salvaged property.

D. Donations of Disposal Items

The Contractor shall employ and maintain an effective means to make the government donation programs known and encourage active participation by the prospective eligible recipients in such programs. NASA participates in: 1) the Stevenson-Wydler Technology Innovation Act of 1980 for the donation of scientific related equipment; 2) "Computers for Learning" administered by GSA for the donations of computer related equipment IAW EO 12999; and 3) Donation of Surplus Personal Property, FMR part 102-37, State Agency Donations administered by GSA using the Federal Disposal System (FEDS) availability system.

C.12 Janitorial Services**12.1 FIXED PRICE REQUIREMENTS****A. General Intention.**

The Contractor shall furnish all necessary labor, supervision, materials, tools, equipment, transportation, and management necessary to perform janitorial services at ARC and MF. The work shall include, but not be limited to, floor maintenance including elevators; trash removal; cleaning drinking fountains and restrooms; sweep, mop, and clean building entrances and stairways; dusting; emptying waste containers; Additional janitorial services may be required (See section C.12.5).

B. Environmental Health and Safety Services.

The Contractor shall abide by all regulations in accordance with SOW Section C.9, Environmental Health and Safety Management. In addition, all personnel shall be required to attend an Asbestos Awareness and Bloodborne Pathogen training seminar within the first six (6) weeks following contract award. This training will be arranged for the Contractor by the Government at Government expense. The Contractor shall interface with the Government Environmental Health and Safety Coordinator in Code JFS.

C. Replacement of Trash Can Liners.

The Contractor shall replace with new trash can liners when the liner is soiled (e.g. by wet waste or food items). If any waste container is soiled after liner removal, the container shall be washed inside and outside utilizing a disinfectant and shall be free of odors before liner is replaced. After washing, container shall be wiped dry and a new trash can liner installed. Historically, soiled waste containers represent less than five (5) percent of the total population.

D. Wet Mop.

The Contractor shall place warning signs typically stating, "Caution, Wet Surfaces or Floor", when wet mopping any areas. Signs shall remain in place until wet surface is completely dry and does not present a hazardous condition.

E. Disposal of Used Mop Water.

The Contractor shall comply with all environmental regulations pertaining to disposal of wastewater in accordance with SOW Section C.9, Environmental Health and Safety Management.

F. Refuse and Recycle Bins.

The Contractor shall remove and dispose of all trash items and empty into refuse bins located outside the buildings in designated areas.

G. Air Fresheners.

The Contractor shall supply air fresheners for all restrooms with a pleasant scent to last a minimum of three (3) months. Air fresheners shall be replaced as determined by the contractor.

H. Refills.

The Contractor shall accomplish all refills of dispensers (soap, toilet paper, hand towels, toilet seat covers, excluding tampons) with acceptable products as stated in Section C.4, Contractor-furnished Items.

I. Floor Polishing Machine and Pads.

Floor polishing machines shall not exceed three hundred (300) rpm when in use. All floor polishing pads used shall be low abrasive.

12.2 MATERIALS AND EQUIPMENT

Materials and equipment shall be of the type and quality used in large-scale commercial cleaning operations performed under contract, shall meet the requirements specified herein, and shall be approved by the COTR before use.

A. Material Requirements.

All toilet supplies, janitorial materials, and other supplies provided by the Contractor shall conform to the requirements of the latest edition of the applicable Federal specifications listed herein. Those not covered shall

be of commercial grade and quality. Fifteen (15) calendar days prior to contract start, the Contractor shall submit to the COTR a list of the materials with current MSDS to be used. The list shall include the manufacturers' name, brand name, and statement certifying that materials supplied meet or exceed contract requirements. If new soap and toilet paper dispensers are installed, they become the property of the Government.

1. Toilet Supplies.

Toilet supplies to be furnished by the Contractor shall conform to requirements specified below:

(a) Soaps.

Soaps for restrooms shall conform to the following requirements.

- (1) Liquid soap for dispenser use shall be undiluted, mildly scented, approximately fifteen (15) percent solution.
- (2) Toilet soap in cake form for hand use shall be white and mildly scented.

(b) Paper Towels and Toilet Paper.

Paper towels and toilet paper shall conform to the following requirements.

- (1) Paper towels shall suit the existing paper towel dispensers, or the Contractor shall install new dispensers. The Contractor shall furnish adapters as required to suit existing paper towel dispensers or install completely new dispensers at no additional cost to the Government. Approximate size of a paper towel shall be 4-1/2 inch diameter and 11-inch wide, commercial grade, highly absorbent, wet strength type. Factory reject type paper shall not be used in this contract. If new dispensers are installed, they become the property of the Government.
- (2) Toilet paper shall be medium soft two ply, uncompressed rolls of four hundred and eighty (480) sheets or more, consisting of perforated sheets wound around a core. The approximate size of rolls shall be of standard commercial grade. Factory reject type paper shall not be used in this contract. The Contractor shall furnish adapters as required to suit existing toilet paper dispensers or install completely new dispensers at no additional cost to the Government. Paper towels and toilet tissue shall meet the EPA recommended minimum content standards for recovered materials.

(c) Toilet Seat Covers.

Toilet seat covers shall suit the existing dispensers or the Contractor shall install new dispensers at no additional cost to the Government. If new dispensers are installed, they become the property of the Government.

(d) Deodorants.

Cake deodorants shall be furnished by the contractor and fit existing dispensers.

(e) Disinfectant Germicidal.

Disinfectant shall conform to Federal Specification O-D-1277.

2. Waste Container Liners.

Liners shall be medium duty and proper size to fit the containers, and meet the EPA recommended recovered materials content levels.

3. Floor Wax.

Floor wax shall be an acrylic slip resistant wax.

4. Floor Wax Stripper.

Floor wax stripper shall be ammonia free and one hundred (100) percent biodegradable.

B. Equipment.

All power driven equipment for vacuuming, floor scrubbing, waxing, and polishing shall be of the industrial type, mechanically sound, safe to operate, and in a condition that will not harm or excessively wear existing finishes and floor coverings. Storage and use of the equipment shall be acceptable to the COTR/designee.

12.3 SCHEDULE OF OPERATIONS**A. General Janitorial Services.**

The Contractor shall perform general janitorial services three (3) times per workweek at frequencies appropriate to maintain acceptable service level. One of the workweek service days shall be a Friday.

1. Empty all wastebaskets including wet trash in break rooms.
2. Replace liners with new when necessary.
3. Keep the area around waste receptacles clean of all debris.
4. Wash waste containers with disinfectant and dry when necessary.
5. Break down cardboard cartons/boxes and place in recycling receptacles outside of buildings or designated areas.

B. Standard Janitorial Daily Services: Restrooms and Showers.

The Contractor shall perform daily standard janitorial services as specified below:

1. Wet mop and disinfect floors.
2. Refill all dispensers (soap, towels, toilet paper, etc., excluding tampons).
3. Clean and disinfect all fixtures (toilets, urinals, sinks, etc.). All exposed and hidden surfaces shall be clean and free of stains, encrustation, and water rings.
4. Clean mirrors and mirror framing.
5. Clean and disinfect walls, partitions, doors, and showers including trims, framings, kickplates, etc.
6. Empty waste containers and pick up debris in area.

C. Special Janitorial Daily Services.

The Contractor shall perform daily special janitorial services as specified below in addition to the regular services previously mentioned in A-B above. Note: The Fitness Center in Building 221 comprises only 5,609 square feet of the total area of the building (3,847 sq ft carpet; 1,175 sq ft sealed cement; 432 sq ft tile floor, and 155sq ft ceramic tile).

1. Buildings N215 (Health Unit), N235 (Ames Café), and Child Care Center (Swing Shift):
 - (a) Clean and disinfect restrooms/showers.
 - (b) Wet mop hard floor areas, vacuum carpet, and empty waste containers.
2. Building 221 – Fitness Center (Two (2) times per day):
 - (a) Clean and disinfect restrooms/showers.
 - (b) Wet mop hard floor areas.
 - (c) Vacuum fitness center carpet areas.
 - (d) Empty waste containers and pick up debris in area.

3. Building 003 – Moffett Training and Conference Center (MTCC) (Evenings)
 - (a) Vacuum all carpeted areas including conference rooms. Spot clean as required.
 - (b) Wet mop fireside bar tile, patio room tile, and kitchen tile.
 - (c) Wipe down bar and kitchen countertops.
 - (d) Empty all waste containers including outside patio area.
 - (e) Clean all brass surfaces in Mezzanine Room.
4. Building 026 – Visitor Pass and Identification Office (Public access areas only)
 - (a) Clean and disinfect restrooms (two times per day).
 - (b) Vacuum all carpeted areas.
 - (c) Sweep and damp mop hard surface floors.

D. General Janitorial Weekly/Bi-Weekly Services.

The Contractor shall perform weekly general janitorial services as specified below:

1. Vacuum or sweep all entrance mats to buildings.
2. Wet mop hallways and stairs.
3. Sweep and damp mop elevator floors and door tracks.
4. Sweep and remove debris at all entryways and landings, both inside and outside the buildings.
5. Empty cigarette urns of cigarette butts and all debris.
6. Clean and disinfect all drinking fountains.

The Contractor shall perform bi-weekly general janitorial services as specified below:

1. Damp mop laboratories, computer rooms (excluding below raised floor tiles), and offices with hard floor surfaces.
2. Vacuum all carpeted areas.
3. Clean entry door glass.

F. Floor Drains Weekly PM.

The Contractor shall perform weekly PM on floor drains as specified: Add one (1) quart clean potable water to all restroom and shower open floor drains weekly.

G. Special Janitorial Monthly Services.

The Contractor shall perform monthly special janitorial services as specified below:

Buildings N215 (Health Unit), N235 (Ames Café), 003 (Moffett Training and Conference Center), 026 (Visitor Registration and Pass Office) (public access areas only), and the Child Care Center (all services performed on Swing Shift):

1. Perform low dusting.
2. Shampoo carpets in accordance with SOW Paragraph 12.5.B, Shampooing Carpets and Rugs.
3. Strip and wax floors in accordance with SOW Paragraph 12.5.A, Stripping and Rewaxing Floors.

H. Special Janitorial Bi-Monthly Services

The Contractor shall perform bi-monthly special janitorial services as specified below:

Buildings N221 (Fitness Center). All services performed on Swing Shift:

1. Shampoo carpets, strip/wax floors, and low dusting
 - a) Shampoo carpets in accordance with SOW Paragraph 12.5.B, Shampooing Carpets and Rugs.
 - b) Strip and wax floors in accordance with SOW Paragraph 12.5.A, Stripping and Re-waxing Floors.
2. Cleaning of Exercise Equipment
 - a) Perform low dusting and cleaning all mirrors.
 - b) Thoroughly remove dust, dirt, and debris from surfaces. Wipe clean using an approved mild disinfected cleaner and dry with clean cloth.

12.4 DOCUMENTATION AND REPORTING REQUIREMENTS

A. Janitorial Services Monthly Report.

The Contractor shall prepare a monthly summary report containing the following information: for each contract requirement, the facility number, number of days serviced, time of day service performed, problems and discrepancies detected, and any corrections made during the month. In addition, a list of quantities of supplies purchased during the preceding month shall be included. Reports shall be submitted to the COTR or designee no later than the monthly invoice.

12.5 INDEFINITE QUANTITY WORK

Indefinite quantity work shall be ordered in accordance with SOW Section C.6, Indefinite Quantity Work. All work shall be completed within the number of calendar days specified on the DO.

A. Stripping and Rewaxing Floors.

Resilient flooring shall be swept/dust mopped and stripped to remove all built-up wax and imbedded dirt prior to re-waxing. After application of wax, areas shall be buffed (if required) sufficiently for maximum gloss and uniform sheen from wall to wall, including corners. The re-waxed floor shall present a clean appearance free from scuffmarks, dirt smears, and leaving no injurious effects. After drying, movable furniture or other equipment such as chairs, waste containers, and boxes moved during floor stripping and rewaxing shall be returned to their original positions.

B. Shampooing Carpets and Rugs.

Prior to shampooing, carpets and rugs shall be vacuumed free of all loose soil and debris. Carpets and rugs shall be shampooed free of streaks, stains, and spots, and shall have a bright uniform color. Shampooing shall be done by the water extraction method leaving no injurious effects. After drying, furniture or other equipment moved for the shampooing shall be returned to their original positions.

C. Cleaning Light Fixtures.

Globes, lamps, reflectors, covers, diffusers, and plastic side panels shall be removed when necessary and washed. After cleaning and reassembling, light fixtures shall be free of bugs, dirt, dust, grease, and other foreign matter.

D. Low Dusting/Cleaning.

Low cleaning includes cleaning horizontal and vertical surfaces at and below seven (7) feet from floor level. All dust, lint, litter, and soil shall be removed from all surfaces. Walls and partitions shall be free of dirt, smudges, and markings.

E. High Dusting/Cleaning.

High cleaning includes cleaning horizontal and vertical surfaces above seven (7) feet and up to sixteen (16) feet from floor level including all overhead piping and ceiling areas. All dust, lint, litter, and soil shall be removed from all surfaces. Walls and partitions shall be free of dirt, smudges, and markings. Ceilings are to be free of cobwebs and loose dirt.

- F. Low Cleaning Exterior Glass.
The Contractor shall thoroughly clean all exterior glass surfaces, glass doors, window frames, sills, screens (if applicable), and sashes, from the ground line up to and including the second floor. All glass surfaces shall be cleaned and left free of streaks and stains, and shall be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed. Where storm windows exist, exterior window cleaning shall include both sides of the storm window and the outside of the inner glass and shall be counted as three (3) separate surfaces for reimbursement purposes.
- G. High Cleaning Exterior Glass.
High cleaning exterior glass is considered anything above the first floor. The Contractor shall thoroughly clean all exterior glass surfaces, window frames, sills, and screens (if applicable). All glass surfaces shall be cleaned and left free of streaks and stains, and shall be wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed.
- H. Cleaning Interior Glass.
Clean all interior glass surfaces, glass doors, and associated window frames, sills, and sashes. All glass surfaces shall be cleaned and left free of streaks and stains, and all adjacent surfaces wiped dry. All paint, putty, film, and foreign matter found on glass surfaces shall be removed.
- I. Cleaning Window Blinds.
Cleaning window blinds, including mini-blinds and vertical blinds, shall be removed when necessary and cleaned free of all dust and embedded dirt and re-hung in working order.
- J. Special Events
Special events (i.e. Air Show, Earth Day, Employee Appreciation Day, etc) may occur each year that require an extra effort on the part of the Contractor. The Contractor shall meet with the COTR/designee to plan necessary levels of support/participation requirements prior to the event.
- K. Shredding.
The Contractor shall pick-up, shred, and dispose of all sensitive material for approximately five thousand (5,000) pounds per year.
- L. Trouble Calls (TC).
Approximately twenty (20) to twenty-five (25) times per year the Contractor shall perform emergency janitorial services (i.e. toilet overflow cleanup, leaking water pipe, etc).
- M. Additional General Janitorial Service Days.
Provide additional general janitorial service days as specified in C.12.3A on a per day basis.
- N. Building N240 & Building N211 Clean Room
The Contractor shall maintain the High Bay Clean Area and the High Bay Clean Room according to an established schedule to be compliant with the Contamination Control requirements for the facility. The Facility Services Manager or High Bay Coordinator shall have oversight for this task. The Contractor shall:

Vacuum outer entry way
Vacuum changing and damp mop changing area
Vacuum and damp mop High bay Clean Area and Clean Room floor
Empty all trash containers
Damp wipe storage cabinets, Changing Area bench & garment cabinets pass-through, work benches, chairs, furniture and fixtures
Tacky roll all wall surfaces and all ceiling surfaces.
- O. Recycling.
The Contractor shall establish, maintain, and execute a qualified recycling program in support of Executive Order 12101, Federal Acquisition Regulations, and Recycling and Waste Management Regulations. The Contractor shall provide training information and update to ARC personnel on recycling through the use of

C.13 Refuse Collection Services**13.1 FIXED PRICE REQUIREMENTS****A. General Intention.**

The Contractor shall provide all labor, supervision, materials, equipment, transportation, and management necessary to perform refuse collection and disposal services at Ames Research Center (ARC), and Moffett Field (MF). There are 90 refuse bins dispersed between the two locations. The Contractor shall organize, schedule and perform all refuse work, and shall identify area designations, container types and sizes, number of containers for each location, identification of commodities (*i.e.* recycled materials, refuse materials), and the frequency of pick-ups (daily, weekly, semi-weekly, bi-weekly, etc.). The Contractor shall oversee, track, and evaluate these tasks. As refuse collection points are added, deleted, or changed, the Contractor may be directed to include increased, decreased, or modified services as stated in the DO as part of the indefinite quantity work or per the Fixed Price Contract Pricing Schedule.

B. Maps.

Location maps will be provided upon request and will show areas where refuse receptacles and collection points are located under the existing contract. The Contractor shall compare all maps and field verify the maintenance areas and contract quantities before laying out the new work schedule, and shall be responsible for any errors which may have been avoided otherwise.

C. Work Progression.

The Contractor shall develop a regular work schedule and adhere to that schedule throughout the entire contract period. Submittals shall be per Section SOW C.8.1C, Work Schedule. The Contractor shall notify the COTR and receive approval of all schedule change requests.

D. Obstructions.

The Contractor shall report all blockages, conditions under which bins cannot be accessed, to the COTR the same day, giving description of the problem, vehicle license number, if applicable, etc.

E. Damage Liability.

All damage resulting from Contractor's work shall be repaired or replaced by the Contractor at no additional cost to the Government.

13.2 MATERIALS AND EQUIPMENT

The Contractor shall perform the following contract requirements adhering to the regular work schedule. The Contractor shall be responsible for all licenses and permits required for the performance of the work specified herein. The Contractor shall provide and maintain all collection receptacles.

A. Furnishment of Bins

1. The Contractor shall furnish collection receptacles as designated by the COTR. All receptacles shall be in place and operational by 6:00 am on the first day of this contract. A one time staging area or areas will be provided on-site by the Government for this purpose. Refuse collection receptacle area location map is located in the attachment.
2. All collection receptacles shall be in good condition, all painted one (1) consistent hue and color whose overall appearance is found to be acceptable by the COTR prior to the start of the contract.
3. All dumpster type bins under ten (10) cubic yards capacity shall be equipped with lightweight hinged lids (*i.e.* molded weather resistant plastic), two (2) lids per bin hinged at the rear. Lids shall conform to industry standards and/or be accepted by the COTR prior to the start of the contract.
4. All containers used for recycled materials shall be provided, labeled to identify the contents, and maintained/replaced by the Contractor.
5. All roll-off bins shall be removed from Government property for disposal of the contents, and the Contractor shall provide in its place a clean empty bin of equal size, shape and features, at the time of removal.

6. The Contractor shall maintain all Contractor provided bins and containers in good working condition and good appearance. Any bins which have broken, bent, missing lids or casters shall be replaced within forty-eight (48) hours of Contractor observation or notification from the Government.
7. The bins at Buildings 3, 12, 235, 934, and Golf Course shall be removed from Government property and power-sprayed with disinfectant and deodorized as necessary to keep foul odors, insect hatches, or undesirable residue accumulations from occurring within the bins as defined by the COTR.

13.3 SCHEDULE OF OPERATIONS AND DISPOSAL

- A. The operation shall include emptying the dumpster/container into appropriate collection vehicles along with any boxes or other trash or rubbish that is located immediately adjacent to, behind or underneath the bin, up to a 15-foot radius. The Contractor shall replace the dumpster container and close any lids/enclosures.
- B. The Contractor shall prevent refuse materials from blowing or scattering over areas adjacent to all collection sites. If there is any spillage, the Contractor at the time of collection shall clean up that spillage prior to leaving each building or area.
- C. The Contractor shall perform scheduled operations outside of regular working hours, Monday through Friday for bins under ten (10) cubic yards. Scheduled collection times for site-specific collections may be rearranged within this required timeframe for the convenience of the Government. Refuse container pick-up schedule is located in the attachment.
- D. In the event that any hazardous waste materials are discovered in any bin, that bin will not be picked up. Immediate notification to the COTR is required.
- E. Externally located trash containers/cans, normally of a thirty (30) gallon capacity, shall be emptied at least once per week.
- F. The Contractor shall be required to monitor trash levels and adjust pickup/disposal frequency as required to meet all applicable environmental, health, and safety codes and regulations.
- G. The Contractor shall dispose of contents in accordance with State and local laws and regulations, off Government premises.

13.4 DOCUMENTATION AND REPORTING REQUIREMENTS

Refuse Monthly Report. The Contractor shall prepare a monthly report on refuse disposal. This report shall be submitted with the monthly invoice to the COTR/designee.

13.5 INDEFINITE QUANTITY WORK

- A. Refuse Services
The Contractor shall furnish additional (front loader and/or roll off as required), bins, perform scheduled operations, furnish disposal of bins, and perform maintenance of bin(s) to reflect a change in the service levels per Section C.13 of the SOW. The estimated annual quantities shown in the Indefinite Quantity Contract Pricing Schedule, reflect the additional frequency of disposal per size of bin that may be ordered by the Government.
- B. Special Events Collection
Special events (i.e. Airshow, Earth Day, Employee Appreciation Day, etc.) may occur each year that require an extra effort on the part of the Contractor. The Contractor shall meet with the COTR/designee and the CO to plan necessary levels of support/ participation requirements prior to the event.

5. Completing shipments for pick-up by small parcel carriers as scheduled. If a carrier is unable to adhere to their schedule, the Contractor shall submit to the ARC transportation officer a written notification for any delays, and attach a copy detailing the incident to the shipping document/manifest. All priority out-bound shipments received by 11:00 AM shall be processed on the same day; routine shipments within two (2) days of receipt
6. Performing scheduled mail/package pick-up and delivery to the U.S. Post Office at Moffett Field

B. Incoming Mail, Shipment Receiving, Storage Management and Redistribution

The Contractor shall provide receiving services, including the in-processing of mail, incoming shipments of materials and equipment. These services shall include processing and distribution of various types of mail, i.e., first class and standard mail, air, pouch, priority, special delivery, express, registered, certified, insured, Privacy Act, and Freedom of Information Act materials.

The following historical information is considered representative of current annual throughput expectations and are considered to be part of the firm-fixed price core:

- 2,487 outbound shipments, totaling 3,261 pieces, and weighing 212,813 pounds
- 20,000 inbound receivables, of which Government purchase orders/contracts account for approximately 15% of all received goods.

Parcels shall not be left at an unoccupied desk/mail stop or delivery point and all unidentified and/or suspicious mail/parcels shall be isolated by utilizing a glove box or container. Any suspicious mail/parcels shall be reported immediately to the Center Mail Manager and a NASA Ames Security office for advice regarding how to process suspicious packages IAW ARC Logistics' internal standard operating procedures.

1. Receiving

The Contractor shall off-load, inspect for damage, perform x-ray (if appropriate) and deliver packages/material from all carriers (Freight Bill, UPS and Federal Express) and mail within ARC and near off-site locations; sort, process, x-ray, prepare, and deliver all received mail/parcels IAW APD 4530.1 and CFR 49 and shipments; isolate all unidentified/suspicious shipments and mail by utilizing a safety container where appropriate; receive, verify proper documentation, conduct count-and-condition inspections, resolve discrepancies; receive, inspect and accept chemical products and HM, which shall have the appropriate MSDS, at the Central Shipping and Receiving and process documents to ensure accountability, sign goods receipt and forward to the Transportation Office on the morning following the receipt date. The Contractor shall inspect delivery vehicles that checked in at the N-255, Receiving Hub, issue a vehicle pass to the delivery vendor's driver prior to leaving N-255. A copy of the Vehicle pass shall be retained by receiving personnel.

2. Storage/Warehouse Management

The Contractor shall organize, remove and/or rebuild racks/shelves, track contents, maintain and manage storage facilities including temporary space for safely and securely storing materials, supplies and equipment pending issuance or disposal including those of a hazardous or potentially hazardous nature, IAW CFR 49, IATA and IMDG. The Contractor shall maintain records and coordinate the movement and storage of approved items in designated areas at Moffett Field and off-site government and contract tenant organizations.

3. Redistribution

The Contractor shall store, use, release or deliver materials, supplies, or equipment within two to five (2-5) working days of receipt or request deliver (i.e., gas cylinders/Dewars) to the appropriate recipients IAW NPR 4100.ID.

C. Record Maintenance

The Contractor shall collect, track, maintain records and prepare reports as necessary, e.g., shipping document, outgoing and incoming registers (i.e., Postal and FedEx Charges Reports, Metering/Bulk Charges, shipping document, outgoing and incoming registers, Progress Report, etc); track and report the cost of miscellaneous mail (e.g., Flyers/Letters for Safety); maintain database (i.e., FedEx Ship Manager, SAP, etc.); MSDS files for stored and issued chemicals and HM at the Center; and process reports, i.e., Rejection (R&D), Disposition Report (DISREP), Report of Discrepancy (ROD), and maintain a discrepancy register. Resolve all discrepancies in a timely manner and provide completed forms to appropriate personnel

14.2 INDEFINITE QUANTITY WORK

A. Property Pick-Up, Delivery, Moving, and Set-Up.

The Contractor shall provide various services, set forth below. The services shall include, but not limited to, assembling and disassembling of component-type furniture, which includes unique or special instructions; uncrating and assembling of new furniture prior to delivery or pick-up; servicing office moves; picking up and delivering of excess to the Logistics Support Facility, etc.

B. Moving Property.

The Contractor shall develop a moving schedule on a daily basis of office moves that involves the least amount of disruption to the customer. The Contractor shall coordinate and confirm the moves with the customer. The Contractor shall establish and maintain current computerized database to track, control, schedule, and prepare reports for all moves. The contractor shall provide to the government upon request, move activity schedules, status reports, and workload data information. The government will at any time have the option to coordinate and schedule a move not utilizing the contractor.

1. The Contractor shall track all associated costs ensuring that competitive pricing have been utilized for performing moves; verifying that all billing documents received are completed and accurate before processing for payment.
2. Pick-Up and Delivery of non-controlled excess property shall be inclusive of a move. The Contractor shall ensure non-controlled excess property when included with a move has proper documentation, (NASA Form 428/1602/1149/TCMD1348-1 as appropriate) and is transported to the designated disposal site.
3. The Contractor shall provide a customer survey questionnaire to the customer at time of completion of moves. Forward all customer surveys to the COTR/designee and the CO weekly.

C. Office Moves/Property Pickup/Delivery

The Contractor shall support in-house office moves and relocation moves. Develop a moving schedule on a daily basis of office moves that involves the least amount of disruption to the customer. Coordinate and confirm the moves with the customer. Establish and maintain current computerized database to track, control, schedule, and prepare reports for all moves. Provide property pick-up, delivery, moving, and set-up. Provide to the government upon request, move activity schedules, status reports, and workload data information. The government will at any time have the option to coordinate and schedule a move not utilizing the contractor. The Contractor shall support office moves and track all associated costs ensuring that competitive pricing has been utilized for performing moves. Verify accuracy and completeness of received billing documents before processing for payment. Office and relocation moves include the following:

1. Assemble/disassemble component-type furniture (e.g. system furniture, partitions, etc.), which includes unique or special instructions
2. Uncrate and assemble new furniture prior to delivery or pick-up
3. Pick up and transport excess property to the designated Logistics or other disposal area. Ensure controlled and non-controlled excess property when included with a move has proper documentation, (i.e., NASA Form 428, DD Form 1149, as appropriate)
4. Provide a customer survey questionnaire to the customer upon completion of each move

D. Tables and Chairs Set-Up.

The Contractor shall deliver and set-up tables and chairs for special events, conferences, training, etc. as described in a service request, and upon completion of such events, the Contractor shall return all used items to the designated storage area. All events are held at Moffett Field, generally at the Moffett Training and Conference Center, and occasionally, at other buildings.

E. Receiving Inspection for High-Strength Fasteners.

The Contractor shall validate all high-strength fastener orders upon delivery to ensure that the items match the physical descriptions on the existing government purchase order, the required Material Test Report documentation is available, and the items are from suppliers on the current Approved Fastener Supplier List. The Contractor shall ensure that non-compliance orders are rejected and held for disposition. The Contractor shall provide a copy of the rejection document to the ARC Service Requestor and the Safety Reliability & Quality Assurance Support Service Contractor(s) for data analysis and development of corrective action. All fastener orders found to be acceptable at this stage shall be transported by the Contractor to the ARC Service Requestor and the Safety Reliability & Quality Assurance Support Service Contractor(s) manufacturing inspection office for receiving inspection. The Contractor shall provide copies of the existing government purchase orders and the Material Test Report documents with the fasteners.

C.15 Fleet Management Services**15.1 FIXED PRICE REQUIREMENTS****A. General Intention.**

The Contractor shall provide the managerial, administrative, supervisory, direct overhead personnel as necessary to accomplish all of the maintenance, repair, and operation functions included in this contract. The Contractor shall provide equipment, repair parts, materials, supplies, and tools, except as specified herein as Installation-Accountable Government Property (material, equipment including Alternate Fuel Vehicles (AFV), electric cars when applicable, and equipment services). The Contractor shall perform the full function of providing transportation operations and maintenance support to ARC, including but not limited to, roadside service calls, and shuttle bus service as required. Performance shall be in accordance with the standards contained herein, including but not limited to Executive Orders (e.g. EO 13149), directives (e.g. NPR 6200.1), instructions, polices, notices (e.g. PN 97-85), and regulations.

B. Vehicle and Equipment Listing.

The number of vehicles and mobile equipment inventory may vary as much as five (5) percent without a change order. Vehicles and equipment removed from the fleet, or transferred, are considered to be removed from the contract. Fleet size shall be based upon the actual quantity of vehicles and equipment in the contract at a given time, and is not a cumulative total of the vehicles and equipment maintained throughout the duration of the contract.

C. Vehicle/Equipment.

Each vehicle pending removal from the fleet and its designated replacement shall be counted as a single unit for inventory purposes while the replacement unit is prepared for service (equipment installation, identification, establishment of records, etc.). Repairs to keep vehicles or equipment safe and reliable while pending disposition shall be required. Any equipment, which exceeds life expectancies, shall be maintained as if it were in its last year of life expectancy. The Contractor shall develop and provide a system by which vehicles can be programmed in a standardized, pre-determined life-cycle methodology. In addition, the Contractor shall provide a phased plan for replacement of various vehicles over the next five (5) years to the COTR or designee. All maintenance performed on friction products such as brake pads and clutches, shall be performed in accordance with OSHA and all environmental requirements in automotive operations.

D. Certifications

The Contractor shall accomplish all certifications on the equipment referred to in this section, as required by all Federal, State, and local regulations.

E. Tow Truck (Wrecker)/Road Side Service.

This service shall consist of towing disabled vehicles and removing improperly parked vehicles (including non-Government vehicles) when requested by police or authorized Government representative. The Contractor shall respond to phone-in service calls during normal duty hours. Service calls (SC) are limited to Government vehicles and SPME and within a 5-mile radius from ARC. Contractor shall respond to after hours service calls within the next working day, unless an immediate response is required. Roadside services shall include, but not limited to, jump starting and/or replacing batteries, repairing/changing tires, and performing minor repairs and adjustments necessary to return the equipment to an operational status. Annually there are approximately thirty (30) SCs.

F. Work Completion.

When the Contractor completes work on a piece of equipment, that system, shall be free of missing components or defects which would prevent it from functioning as originally intended and designed. Corrective repair and replacement work shall be carried to completion including operational checks and cleanup of the job site. Except where otherwise noted, all replacement materials shall match the existing materials in dimensions, finish, color, design, and intended function.

G. Equipment Under Manufacturer's or Installer's Warranty.

Equipment, components, and parts, other than that installed under this contract, shall not be removed or replaced or deficiencies corrected while still under warranty of the manufacturer or the installer without prior approval of the Vehicle Transportation Officer (VTO). All defects in material or workmanship, defective parts,

or improper installation and adjustments found by the Contractor shall be reported to the COTR/designee so that necessary action may be taken. The Contractor shall be knowledgeable of the equipment, parts, and components that are covered by warranty and the duration of such warranties. The COTR/designee will furnish available warranty information to the Contractor. The COTR/designee may elect not to honor the installer's warranty and instead, choose to have the repair completed by the Contractor.

H. Preventive Maintenance.

At the frequencies and/or performance criteria specified within the contract requirements, the Contractor shall perform preventive maintenance including maintenance/repair on the following:

1. SPME Trucks, ½ Ton through 10 Ton.
2. SPME Trucks, Tractor 2 and 3 Axles.
3. SPME Construction Equipment.
4. SPME Material Moving Equipment.
5. SPME Trailers, 1 Through 4 Axles.
6. SPME Mobile Cranes.
7. Emergency generators
8. Bus
9. Alternate Fuel Vehicles.
10. Electric Cars.

I. Schedule Maintenance and Replacement Standards.

The Contractor shall develop a schedule for annual motor vehicle preventive maintenance, and shall perform such preventive maintenance on all government motor vehicles in the ARC fleet, excluding GSA vehicles, in accordance with Industry and Manufacturers' Standards, CFR 41, Chapter 101. The Contractor shall ensure the SPME equipment has been certified for operation prior to dispatching.

J. Maintenance and Repair.

The Contractor shall ensure that vehicles and equipment are safety inspected, maintained, repaired, and overhauled in accordance with industry and manufacturers standards and meet all VPP requirements. The Contractor shall perform inspections (including safety), maintenance, calibrations, load tests, repairs, and other such related tasks as set forth herein for vehicles/equipment listed in the attachment at least once every six (6) months. Each vehicle maintained in the fleet shall go through a diagnostic review process. It is the intent of this SOW that all repairs should be made on site. For those repairs that require off-site service a request with rationale shall be submitted to the COTR/designee and the CO for approval. The Contractor shall be responsible for all on-site labor/material cost.

1. Large Vehicle Repair.

There are some large SPME vehicles that may not physically fit into the service bays. If the Contractor elects to take these vehicles off base for repairs, the Contractor shall be responsible for security and conveying such vehicles to an off-base facility and their return when repairs are complete. The Contractor shall maintain a current record system to track this action and is subject to review by the COTR/designee on request.

K. Database Systems.

The Contractor shall maintain ExtraFLEET® and incorporate/ integrate information or data if required from other databases (i.e. FuelMASTER®). The Contractor shall integrate into the CMMS database (ExtraFLEET® system) information provided by the government from FuelMASTER® Rule Management System data. No

data, except data entered in error by the Contractor, shall be deleted from the database without the written consent of the COTR. The database system shall be backed up daily by external media. All other modules available in ExtraFLEET® are available for the Contractor's use at its discretion. The Contractor, provided the COTR gives written permission, may modify the configuration of the database.

L. General Service Administration (GSA) Support.

The Contractor shall, with the exception of exchanging or terminating a GSA vehicles, provide to GSA, delivery and pick-up services involving vehicles requiring preventive maintenance, repair and/or other related action.

M. Ames Commute Alternatives Program (ACAP).

The Contractor shall perform all related functions for managing Ames' Commute Alternative Program. This includes:

1. Shuttle Bus Service.

Establish and provide scheduled ACAP shuttle bus service in accordance with the route determined by the government. The Contractor shall provide shuttle service(s) Monday through Friday between the Mountain View Caltrain station, Ellis Street Light Rail, and ARC. Service shall be required as per SOW Paragraph C.16.1A General Intention, and Section C.1.1B, Regular Working Hours. The Contractor shall provide the COTR an updated copy of the route(s) and schedule(s) as changes occur during the performance of this contract. The Contractor shall maintain a daily journal of usage activities with arrival and departure time and head-count;

2. Bicycle Lockers.

Institute and maintain an effective and efficient process of issuing bicycle lockers to personnel commuting by bike.

N. Dispatching Services.

All vehicles and equipment issued by the dispatcher must undergo both a checkout and check-in inspection. The inspection of the vehicle shall be in the presence of the operator and all discrepancies shall be noted on the inspection form generated by the Contractor. The dispatcher shall ensure all vehicles/equipment checked out are clean and in a safe and serviceable condition. The Contractor shall issue equipment dispatch (trip tickets), ARC 323, for any vehicle leaving the confines of Moffett Field. The Contractor shall generate and control a Motor Vehicle Utilization Record dispatch log on all vehicle/equipment dispatched from pool controlled equipment. The Contractor shall ensure that dispatchers are instructed to be conscious of the Government fuel conservation program and to assign vehicles most suitable to the job they are to perform and to consolidate trips whenever possible. Approximately three thousand six-hundred seventy four (3675) dispatches are made annually.

15.2 DOCUMENTATION AND REPORTING REQUIREMENTS

A. Equipment Operations Certification.

The Contractor shall be responsible for conducting or obtaining current equipment operation certification for each SPME (heavy equipment used for lifting, fuel trucks, etc) currently in operation. The Contractor shall submit to the VTO two (2) copies of all required equipment certifications no later than one (1) week following completion of each certification.

B. Monthly GSA Mileage Report.

The Contractor shall complete and submit to COTR/designee, a hard copy GSA web-based Monthly Motor Vehicle Mileage Usage Report. This Mileage Report is due no later than the last business day of each month. A hard copy shall be generated and retained.

C. Vehicle Productivity Report.

The Contractor shall submit to the COTR/designee a monthly vehicle EXTRA FLEET® database system report no later than the third business day following the receipt of FuelMaster information provided by the Government for month being reported.

- D. California State Required Fuel Smog and Smoke Test and Reports.
The Contractor shall develop an annual schedule to be approved by COTR/designee for required vehicle smog and smoke tests and shall ensure such tests are conducted as scheduled and at a state-certified testing station. Hard copies of test results shall be retained in each vehicle service folder. The Contractor shall prepare and submit to the Bureau of Automotive Repair Fleet Operations Unit, a completed Form 79-21 or an equivalent form prescribed by the Bureau. This annual report, which is a consolidated report of all smog and smoke certifications on ARC's motor vehicle fleet during the reporting year, is due no later than the last business day of December each year and shall be sent to: Bureau of Automotive Repair Fleet Operations Unit 10240 Systems Parkway, Sacramento, CA 95827. The Contractor shall retain a hard copy of this report. The VTO forwards applicable reports to the California Department of Energy.
- E. Motor Pool Hazardous Materials Annual Inventory Report.
The Contractor shall conduct an annual inventory of the Motor Pool hazardous material as of December 31. The results of this inventory shall be submitted for consolidation of a report required under SOW Section C-9.2 F of this contract. The Contractor shall retain, for Motor Pool records, a copy of this inventory report.
- F. Annual Federal Automotive Statistical Tool (FAST) Report.
The Contractor shall complete and submit a Department of Energy web-based FAST report to the VTO in accordance with NFS 1852.223-76. The fuel management information will be provided to the Contractor by the government as needed.
- G. Annual OMB Budget Report.
The Contractor shall prepare and submit to the COTR/designee an OMB Budget Report that contains fiscal data on ARC's motor vehicle fleet. The fuel management information will be provided to the Contractor by the government as needed.
- H. ACAP Shuttle Bus Usage Report. The Contractor shall provide a written quarterly report, which includes a bar graph depicting passenger usage of the ACAP system by month. This ACAP report shall be submitted to the COTR/designee no later than the fifth working day following the reporting period.
- I. Vehicle Mileage/Maintenance Cost Quarterly Report
The Contractor shall complete and submit (except fuel) to the VTO a Motor Vehicle Mileage/Maintenance Cost Report no later than the twentieth day following each quarter in accordance with NPD 6000.1.
- J. Vehicle Inspection Report.
The Contractor shall prepare and submit to the VTO a consolidated Vehicle Inspection Report of vehicle inspections performed during a week. This report is due no later than first business day following the reporting period.
- 15.3 INDEFINITE QUANTITY WORK
- A. Unscheduled Shuttle Service.
The Contractor shall provide unscheduled shuttle bus service as required in support of a variety of events (e.g., tours, symposiums, meetings, training classes, and student programs) sponsored by, but not limited to, the Public Affairs Office (PAO), Management Education Center (MEC) and Equal Employment Opportunity (EEO) Offices.
- B. Bicycle Repair Service.
The Contractor shall provide bicycle repair service for government owned bicycles.
- C. Government Furnished Vehicle/Equipment Fuel.
The Government will furnish unleaded and diesel fuel as required for all Government-owned general purpose and special purpose mobile equipment (SPME) at no cost to the Contractor. The Contractor shall implement stringent safeguards, controls, accountability, and security of Government furnished equipment to prevent pilferage, theft, and abuse of Government furnished fuels. Fuel shall be controlled and issued at the existing Government self-service operated dispensing stations.

F. Fuel Usage Report Monthly.

The Contractor shall prepare and submit to the VTO the fuel report to include propane, diesel, and unleaded fuel usage report that is due on the tenth working day after the end of each month.

G. FuelMASTER® Rule Management System.

The Contractor shall manage FuelMASTER® for the purpose of tracking quantities of fuel to each vehicle or piece of equipment.

(End of Section)

SECTION D - PACKAGING AND MARKING

D.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.211-70	SEP 2005	Packaging, Handling, and Transportation

(End of clause)

(End of Section)

SECTION E - INSPECTION AND ACCEPTANCE**E.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR website: <http://acquisition.gov/far/index.html>
 NFS website: <http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.246-2	AUG 1996	Inspection of Supplies - Fixed-Price
52.246-4	AUG 1996	Inspection of Services - Fixed-Price

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(End of clause)

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

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

(b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.

(c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

(End of Section)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.211-15	APR 2008	Defense Priority and Allocation Requirement
52.242-15	AUG 1989	Stop-Work Order
52.242-17	APR 1984	Government Delay of Work
52.247-34	NOV 1991	F.O.B. Destination

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

(End of clause)

F.2 Period of Performance

The period of performance of this contract is as follows:

(a) **BASE PERIOD**

The period of performance of this contract shall be for five months, from May 1, 2009, through September 30, 2009.

(b) **OPTION PERIOD ONE**

If exercised, the period of performance shall be for one month, from October 1, 2009, through October 31, 2009.

(c) **OPTION PERIOD TWO**

If exercised, the period of performance shall be for one month, from November 1, 2009, through November 30, 2009.

(d) **OPTION PERIOD THREE**

If exercised, the period of performance shall be for one month, from December 1, 2009, through December 31, 2009.

(e) **OPTION PERIOD FOUR**

If exercised, the period of performance shall be for one month, from January 1, 2009, through January 31, 2010.

(End of clause)

F.3 Place of Performance - Services

(a) The services to be performed under this contact shall be performed at the following location(s):

NASA Ames Research Center; Moffett Field, CA; Camp Parks, CA; and any other such locations as may be approved in writing by the Contracting Officer

(End of clause)

F.4 Delivery of Reports

Unless otherwise specified, all reports shall be addressed to NASA-Ames Research Center, Moffett Field, CA 94035-1000, marked with the contract number, to the attention of the listed recipients, and in accordance with the following delivery schedule. A copy of the transmittal letter for each report shall be forwarded to the Contracting Officer. The Government prefers to receive all reports electronically in standard MS Office (e.g. Word, Excel, etc.) or compatible file format either via e-mail or on a standard disk (ZIP, CD, DVD, etc.) that is readable by either a Mac or PC. Additional requirements are noted below.

The following reports are not all inclusive. The following list includes major and/or recurring reports. It does not include letters or reports such as limitation of funds notification, Collective Bargaining Agreement (CBA) notification, etc.

<u>Administrative Reports</u>	<u>Delivery Date</u>	<u>Qty Recipient</u>
Contractor Monthly Accident Report (CMAR) (Section H)	No later than fifteenth calendar day following month being reported	1 CO, JAC:241-1 1 COTR, JSL:255-3 1 QH: 218-1
(g) NASA Mishap Report (Section C)	One (1) working day after each mishap	1 COTR, JSL:255-3 1 CO, JAC:241-1 1 QH: 218-1
(h) Quarterly Report of Purchases (Section G)	No later than fifteenth calendar day following the quarter being reported	1 CO, JAC:241-1 1 COTR, JSL:255-3 1 IPO, JFS:255-2
(b) Quality Control (QC) Inspections File	Three (3) working days following contract completion or at the direction of the Contracting Officer	1 COTR, JSL:255-3
Contractor Licensing, Certs & Experience Requirements	Fifteen (15) calendar days prior to start of the contract, and within one (1) day after any personnel changes	1 COTR, JSL:255-3

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SECTION F

Interim Inventories	Two (2) weeks prior to expiration of <u>each option period</u>	1 COTR, JSL:255-3 1 CO, JAC:241-1
Final Inventory at Completion of Contract	Upon contract completion or at the direction of the Contracting Officer	1 COTR, JSL:255-3 1 CO, JAC:241-1
Environmental Health & Safety (EHS) Plan	Fourteen (14) calendar days prior to start of the contract and updated as warranted by changes in requirements	1 COTR, JSL:255-3 1 CO, JAC:241-1
Hazardous Matl Inventory and Tracking Report	NLT January 20 of each calendar year	1 hard copy COTR, JSL:255-3
NF 1324 reports (supply)	Semiannually on November 15	1 COTR, JSL:255-3
NF 1324 reports (property)	Semiannually on October 10	1 COTR, JSL:255-3
Janitorial Services and Recycle Services	Monthly, NLT submission of invoice	1 COTR, JSL:255-3
Refuse and Recycle Disposal Report	Monthly, NLT submission of Invoice	1 COTR, JSL:255-3
NASA HQ's Postal Charges Report	Quarterly, seven days following Reporting Period	1 COTR, JSL:255-3
GSA Mileage Report	Monthly, last business day of each month	1 COTR, JSL:255-3
Vehicle Productivity Report	Monthly, third business day following month being reported	1 COTR, JSL:255-3
FAST Report	Annually as specified	1 COTR, JSL:255-3
OMB Budget Report	Annually as specified	1 COTR, JSL:255-3
Shuttle Bus Usage Report	Quarterly, fifth working day following the reporting period	1 COTR, JSL:255-3
Vehicle Cost/Mile Report	Quarterly, NLT twentieth day following each quarter	1 COTR, JSL:255-3
Performance Measures Report	Semi-Annually NLT November 15	1 IPO, JSL:255-3

(End of clause)

F.5 ARC 52.249-90 Notice of Delay (FEB 1997)

If, because of technical difficulties, the Contractor becomes unable to complete the contract work at the time specified, notwithstanding the exercise of good faith and diligent efforts in performing the work called for under this contract, the Contractor shall give the Contracting Officer written notice of the anticipated delay and the reasons for it. The notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to the Contractor but in no event less than 45 days before the completion date specified in this contract, unless otherwise permitted by the Contracting Officer. When notice is given, the Contracting Officer may extend the time specified in the Schedule for such period as is deemed advisable.

(End of clause)

(End of Section)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.242-70	SEP 1993	Technical Direction

(End of clause)

G.2 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

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

(End of clause)

G.3 1852.245-70 Contractor Requests for Government-Provided Property (DEVIATION) (SEP 2007)

(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.

(End of clause)

G.4 1852.245-71 Installation-Accountable Government Property (DEVIATION) (SEP 2007) (Alternate I) (DEVIATION) (SEP 2007)

- (a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the contracting officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the following:

NASA Procedural Requirements (NPR) 4100.1, NASA Materials Inventory Management Manual

NASA Procedural Requirements (NPR) 4200.1, NASA Equipment Management Procedural Requirements

NASA Procedural Requirement (NPR) 4300.1, NASA Personal Property Disposal Procedural Requirements

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 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.
- (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.
 - (2) Office furniture.
 - (3) Property listed in Attachment J.G1.
 - (i) If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records.
 - (ii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.
 - (4) Supplies from stores stock.
 - (5) Publications and blank forms stocked by the installation.
 - (6) Safety and fire protection for Contractor personnel and facilities.
 - (7) Installation service facilities: Library and Childcare Facility.
 - (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.
 - (9) Cafeteria privileges for Contractor employees during normal operating hours.
 - (10) Building maintenance for facilities occupied by Contractor personnel.
 - (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided on-site, as approved by the Contracting Officer.

(End of clause)

G.5 1852.245-82 Occupancy Management Requirements (DEVIATION) (SEP 2007)

- (a) In addition to the requirements of the clause at FAR 52.245-1, Government Property, 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

(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.6 ARC 52.232-90 Submission of Invoices (JUN 2008)

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

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

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

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

(End of Clause)

(End of Section)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
None included by reference.		

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.208-81	NOV 2004	Restrictions on Printing and Duplicating
1852.223-70	APR 2002	Safety and Health
1852.223-75	FEB 2002	Major Breach of Safety or Security
1852.223-76	JUL 2003	Federal Automotive Statistical Tool Reporting

(End of clause)

H.2 Non-Personal Services

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

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

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

(End of Clause)

H.3 Incorporation of the Contractor's Proposal

The Contractor's Price proposal and Safety and Health, Small Business Subcontracting, and Organizational Conflicts of Interest Avoidance Plan, including revision(s), submitted in response to the solicitation entitled "Logistics Management Services," are hereby incorporated into this contract by reference.

(End of Clause)

H.4 Small Disadvantaged Business Participation – Contract Targets (Offeror Fill In)

(This clause does not apply to SDB offerors unless the SDB offeror has waived the price evaluation adjustment factor by completing paragraph I of FAR clause 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns in Section I of this solicitation.)

(a) FAR 19.1202-4(a) requires that SDB subcontracting targets be incorporated in the Contract. Targets for this contract are as follows:

*NAICS Industry **SEE SMALL BUSINESS SUBCONTRACTING PLAN**

Subsectors	Dollar Target	Percent of Contract Value
TOTAL		

(TO BE PROPOSED BY OFFEROR)

*North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce

(b) FAR 19.1202-4(b) requires that SDB concerns that are specifically identified by the offeror be listed in the contract when the extent of the identification of such subcontractors was part of the subfactor on Small Business Utilization. SDB concerns (subcontractors) specifically identified by the offeror are as follows:

Name of Concern(s):	

(TO BE PROPOSED BY OFFEROR)

The Contractor shall notify the Contracting Officer of any substitutions of the firms listed in paragraph (a) if the replacement contractor is not an SDB concern.

(c) If the prime offeror is an SDB that has waived the price evaluation adjustment, the target for the work it intends to perform as a prime Contractor is as follows:

Dollars	Percent of Contract Value

(TO BE PROPOSED BY OFFEROR)

(End of clause)

H.5 ARC 52.209-91 Organizational Conflicts of Interest and Limitation of Future Contracting (NOV 2008)

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

(b) The nature of this potential conflict is:

In the normal process of performing the requirements of the contract, the Contractor may have access to Government sensitive information; sensitive, confidential, proprietary, or restricted/limited information of other entities interacting with NASA; as well as personal information protected by the Privacy Act.

(c) To avoid, neutralize, or mitigate the potential organizational conflict of interest, the following restrictions upon future contracting shall apply:

- (1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing NASA contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). NASA shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.
- (2) The Contractor shall not, during the performance of the contract and for a period of three years following completion of performance thereof, engage in the following activities:
 - (i) The Contractor and its subcontractors shall not disclose or utilize any sensitive, confidential, proprietary, restricted/limited, or Privacy Act protected information it may have been authorized or gained access to for any purposes other than contract performance, and
 - (ii) shall not engage in any marketing or consulting activity using any sensitive or proprietary data obtained.

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

- (1) It receives the explicit written permission of the owner of such data and the Contracting Officer; or
- (2) Such data has been released or otherwise made available to the public by the Government or the owner of the third-party proprietary data.

In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this Contract, it shall treat such information in accordance with any use or dissemination

restrictions imposed on such information.

Further, the Contractor shall not submit an unsolicited proposal to the Government which is based on such data until one year after such data is released or otherwise made available to the public.

- (e) (1) If, in the performance of work under this Contract, the Contractor enters into a separate agreement with a company for the protection of Government Sensitive Data or third-party proprietary data, the Contractor shall furnish a copy of that agreement to the Contracting Officer.
- (2) The Contractor must educate its employees, through formal training, not to divulge Government Sensitive Data or third-party proprietary data, trade secrets, confidential information, or restricted data of companies received in connection with the performance of work under this Contract. The Contractor shall provide a plan to implement this training for the approval of the Contracting Officer.
- (3) The Contractor shall obtain from all employees having access to Government Sensitive Data or third-party proprietary data under this Contract a written agreement which shall prohibit those employees, during the term of their employment and thereafter, from disclosing to others or using for their own behalf, such data received in connection with the performance of work under this Contract, and from retaining a copy of such data after termination of their employment under this Contract.

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

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

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

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

(j) The Contractor's Organizational Conflict of Interest Avoidance Plan is incorporated by reference into this contract (see Attachment J.H1). This Plan addresses Organizational conflicts of Interest at the contract level. Each individual task order will state if additional Organizational Conflict of Interest Avoidance Plan may be required by the Contracting Officer to address potential conflicts of interest prior to authorization of that task order.

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

(End of clause)

H.6 1852.216-80 Task Ordering Procedure (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 three (3) 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 three (3) 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.

(End of clause)

H.7 ARC 52.223-90 Emergency Preparedness and Response (SEP 2007)

- (a) Contractors shall comply with Ames Procedural Requirements (APR) 1601.4, "Emergency Operations Plan."
- (b) Contractors doing business with ARC are also employers in their own right and, as such, are responsible for protecting their employees, the environment, and property from the effects of hazardous events. Contractors shall develop and maintain appropriate emergency response and recovery plans, facility shutdown/startup plans, standard operations procedures, and checklists for emergency response to their facilities and operations. Contractors shall ensure training and certification of their employees as required to support their emergency response and recovery plan. Contractors shall participate in ARC drills and/or exercises to validate adequacy of emergency response and recovery plans and to ensure contractor employees are trained on how to respond. During a disaster/emergency, the contractor's Project Manager or other line supervisor shall be prepared to provide personnel accountability and facility status information to the designated NASA Facility Manager or Emergency Operations Center (EOC) Representative.
- (c) Many contractor employees also serve as emergency response or mission essential resources with regards to performing certain emergency response and recovery functions associated with the overall NASA Ames Research Center and agency response. As such, their emergency response or mission essential roles for the Center and agency

need to be identified prior to an emergency or disaster. These individuals must also be notified of their roles, trained in their roles and participate in any drills that serve to increase the Center's effectiveness in responding to and recovering from emergencies and disasters.

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

(End of clause)

H.8 ARC 52.223-91 Disaster Assistance and Rescue Team (DART) Participation (APR 2004)

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

(b) DART Definition. This team is comprised of civil service, contractor, Ames Associate, resident agent, and military personnel that work at Ames Research Center, the NASA Research Park, and Moffett Federal Airfield. The team composition includes, but is not limited to, scientists, engineers, wind tunnel mechanics, aircraft mechanics, facility maintenance personnel, computer specialists, industrial hygienists, safety professionals, heavy equipment operators, administrative personnel, managers, procurement officials, and data specialists. DART is an umbrella organization that has ten functional groups. The groups are Search, Rescue, Hazardous Materials Response, Damage and Utility Control, Structural Assessment, Emergency Communications, Medical, Logistics, Technical Support, and Emergency Operations Center as well as the Emergency Communications Facility. Typically, participation will involve approximately 5% of the employee's (full) time, except for initial training/orientation, which will involve approximately 10% of the employee's (full) time. The executive management at Ames Research Center strongly encourages contractor participation on DART, which needs all of our support, as it has proven to be a valuable element of the Center's Emergency Service Program.

(End of Clause)

H.9 ARC 52.223-96 Handling of Data (JUN 1989)

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

(b) Data specifically used.

- (1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.
- (2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically

identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

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

(c) Data first produced.

Data first produced by the Contractor under this contract may include data for which the Government wants to control the use and dissemination. The Contracting Officer may require, or this contract may presently specify, that the Contractor apply restrictive legends to such identified data prior to delivery to the Government, or to third parties at the Government's direction, that restrict the use and disclosure of the data by any third party recipient. However, such restrictive legends shall in no way affect the Contractor's or the Government's rights to such data as provided in the "Rights in Data--General" clause of this contract.

(End of Clause)

H.10 ARC 52.223-97 Subcontracting and Data Rights (OCT 2006) (Alternate I) (OCT 2006)

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

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

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

(End of Clause)

H.11 ARC 52.223-98 Information Incidental to Contract Administration (OCT 2004)

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

(End of Clause)

H.12 ARC 52.227-93 Management and Protection of Data (JUL 1988)

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

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

- (2) data of third parties which the Government has agreed to handle under protective arrangements; and
- (3) data generated by or on behalf of the Government which the Government intends to control the use and dissemination thereof.

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

- (1) use and disclose such data only to the extent necessary to perform the work required under this contract, with particular emphasis on restricting disclosure of the data to those persons who have a definite need for the data in order to perform under this contract;
- (2) not reproduce the data unless reproduction of the data is specifically permitted elsewhere in the contract or by the Contracting Officer;
- (3) refrain from disclosing the data to third parties without the written consent of the Contracting Officer; and
- (4) return or deliver the data including all copies thereof to the Contracting Officer or his designated recipient when requested by the Contracting Officer.

(End of clause)

H.13 ARC 52.231-90 Contractor Purchasing (NOV 2008)

(a) The contract (or task order) Statement of Work (SOW) describes the work to be performed. The contractor may be required to carry out limited purchasing functions in performing this SOW. These purchasing activities should promote competition to the maximum extent possible and promote best value purchases; however, these purchasing functions are limited to necessary and incidental items tied directly to contractor performance. As such, the contractor is prohibited from purchasing items for direct use by the government as these items should be procured by the Government. The contractor shall not perform purchasing functions or act in any other way as an agent for the government. Examples of prohibited purchases that are typical for most support service contracts include the purchase, for government use, of the following: office supplies, hardware, computers and other peripheral devices, vehicles, personal and convenience items. Other examples of prohibited purchases include: pass-through purchases unrelated to the overall scope of the contract (i.e., non-contract related ODCs), and directed subcontracts without appropriate justification and approval (see NFS 1806.303-170).

(b) The Contractor shall not be entitled to payment or reimbursement for any purchase that is not incidental to the direct performance of the specific work they have agreed to perform under the Contract. Furthermore, the Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever not incurred in or incidental to direct performance of the contract SOW.

(End of clause)

H.14 1852.232-77 Limitation of Funds (Fixed- Price Contract) (MAR 1989)

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

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date	Amount
TBD	TBD

(b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

H.15 1852.235-71 Key Personnel and Facilities (MAR 1989)

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

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

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

 b4

(End of clause)

H.16 1852.242-72 Observance of Legal Holidays (AUG 1992) (Alternate ID) (OCT 2000)

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

New Year's Day

Labor Day

Martin Luther King, Jr.'s Birthday

Columbus Day

President's Day

Veterans Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

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

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

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

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

(End of clause)

H.16 ARC 52.242-90 Performance Assessment (NOV 2008)

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

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

OVERALL MANAGEMENT

Performance in attracting, developing, and retaining professional and management staff that meet the requirements of the contract. Contractor's management policies and procedures (including intellectual property management, organizational conflicts of interest, management and protection of data, handling of data and export control).

QUALITY

Quality of the work performed under the contract or task order.

TIMELINESS

Timeliness of completing the contract or task order milestones and submitting deliverables.

PRICE/COST

Ability to control, adjust and accurately project contract costs (estimated contract costs, not budget or operating plan costs). Ability to control the management and administration costs for this contract. Ability to control the direct labor, indirect and overtime costs. Optimal allocation of resources, including the use of part-time personnel. Cost reductions through the use of cost savings programs, cost avoidance programs, alternate designs and process methods. Reduced purchasing costs through increased use of competition will also be assessed.

OTHER

Ability to meet the small business goals set forth in the Contractor's subcontracting plan. Ability to manage subcontracts in support of the contract effort. Ability to ensure safety, and compliance with environmental impact restrictions.

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

(End of clause)

(End of Section)

SECTION I - CONTRACT CLAUSES

I.1 Listing of Clauses Incorporated By Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
52.202-1	JUL 2004	Definitions
52.203-3	APR 1984	Gratuities
52.203-5	APR 1984	Covenant Against Contingent Fees
52.203-6	SEP 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	JUL 1995	Anti-Kickback Procedures
52.203-8	JAN 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	JAN 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	SEP 2007	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	DEC 2008	Contractor Code of Business Ethics and Conduct
52.203-14	DEC 2007	Display of Hotline Poster(s) (DEC 2007) (Obtain from the Department of Homeland Security, at http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf)
52.204-2	AUG 1996	Security Requirements
52.204-4	AUG 2000	Printed of Copied Double-Sided on Recycled Paper
52.204-7	APR 2008	Central Contractor Registration
52.204-9	SEP 2007	Personal Identity Verification of Contractor Personnel
52.209-6	SEP 2006	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.211-5	AUG 2000	Material Requirements
52.211-15	APR 2008	Defense Priority and Allocation Requirements
52.215-2	JUN 1999	Audit and Records -- Negotiation
52.215-8	OCT 1997	Order of Precedence - Uniform Contract Format
52.215-10	OCT 1997	Price Reduction for Defective Cost or Pricing Data
52.215-12	OCT 1997	Subcontractor Cost or Pricing Data
52.214-14	OCT 1997	Integrity of Unit Prices
52.215-18	JUL 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
52.216-18	OCT 1995	Ordering ((a) date of award, end date of period of performance)
52.216-19	OCT 1995	Order Limitations ((a) \$1,000; (b) \$500,000; \$5,000,000; seven; (d) three)
52.216-22	OCT 1995	Indefinite Quantity (30 days after completion of contract)
52.217-8	NOV 1999	Option to Extend Services (seven (7) days)
52.217-9	MAR 2000	Option to Extend the Term of the Contract fourteen (14) days; 21 days)
52.219-8	MAY 2004	Utilization of Small Business Concerns
52.219-9	APR 2008	Small Business Subcontracting Plan
52.219-16	JAN 1999	Liquidated Damages -- Subcontracting Plan
52.219-25	APR 2008	Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting
52.219-28	APR 2009	Post-Award Small Business Program Rerepresentation
52.222-1	FEB 1997	Notice to the Government of Labor Disputes
52.222-3	JUN 2003	Convict Labor

52.222-4	JUL 2005	Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-21	FEB 1999	Prohibition of Segregated Facilities
52.222-26	MAR 2007	Equal Opportunity
52.222-35	SEP 2006	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	JUN 1998	Affirmative Action for Workers with Disabilities
52.222-37	SEP 2006	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-41	NOV 2007	Service Contract Act of 1965
52.222-43	NOV 2006	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)
52.222-50	FEB 2009	Combating Trafficking in Persons
52.222-54	JAN 2009	Employment Eligibility Verification
52.223-3	JAN 1997	Hazardous Material Identification and Material Safety Data
	JUL 1995	Alternate I
52.223-5	AUG 2003	Pollution Prevention and Right-to-Know Information
	AUG 2003	Alternate I
	AUG 2003	Alternate II
52.223-6	MAY 2001	Drug-Free Workplace
52.223-10	AUG 2000	Waste Reduction Program
52.223-14	AUG 2003	Toxic Chemical Release Reporting
52.223-15	DEC 2007	Energy Efficiency in Energy-Consuming Products
52.224-1	APR 1984	Privacy Act Notification
52.224-2	APR 1984	Privacy Act
52.225-1	FEB 2009	Buy American Act - Supplies
52.225-13	JUN 2008	Restrictions on Certain Foreign Purchases
52.227-1	DEC 2007	Authorization and Consent
52.227-2	DEC 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	APR 1984	Patent Indemnity
52.228-5	JAN 1997	Insurance - Work on a Government Installation
52.229-4	APR 2003	Federal, State, and Local Taxes (State and Local Adjustments)
52.232-1	APR 1984	Payments
52.232-8	FEB 2002	Discounts for Prompt Payment
52.232-9	APR 1984	Limitation on Withholding of Payments
52.232-11	APR 1984	Extras
52.232-17	OCT 2008	Interest
52.232-18	APR 1984	Availability of Funds
52.232-19	APR 1984	Availability of Funds for the Next Fiscal Year
52.232-23	JAN 1986	Assignment of Claims
52.232-25	OCT 2008	Prompt Payment
52.232-33	OCT 2003	Payment by Electronic Funds Transfer - Central Contractor Registration
52.233-1	JUL 2002	Disputes
	DEC 1991	Alternate I
52.233-3	AUG 1996	Protest after Award
52.233-4	OCT 2004	Applicable Law for Breach of Contract Claim
52.237-2	APR 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	JAN 1991	Continuity of Services
52.242-13	JUL 1995	Bankruptcy
52.243-1	AUG 1987	Changes - Fixed-Price
	APR 1984	Alternate II
52.244-5	DEC 1996	Competition in Subcontracting
52.244-6	FEB 2009	Subcontracts for Commercial Items
52.245-1	JUN 2007	Government Property
	JUN 2007	Alternate I
52.246-25	FEB 1997	Limitation of Liability - Services
52.249-2	MAY 2004	Termination for Convenience of the Government (Fixed-Price)

52.249-4	APR 1984	Termination for Convenience of the Government (Services) (Short Form)
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)

<u>CLAUSE NO.</u>	<u>DATE</u>	<u>TITLE</u>
1852.203-70	JUN 2001	Display of Inspector General Hotline Posters
1852.219-74	SEP 1990	Use of Rural Area Small Businesses
1852.219-76	JUL 1997	NASA 8 Percent Goal
1852.223-74	MAR 1996	Drug-and Alcohol-Free Workforce
1852.228-75	OCT 1988	Minimum Insurance Coverage
1852.237-70	DEC 1998	Emergency Evacuation Procedures
1852.237-72	JUN 2005	Access to Sensitive Information
1852.237-73	JUN 2005	Release of Sensitive Information
1852.243-71	MAR 1997	Shared Savings

(End of clause)

I.2. 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)

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

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

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

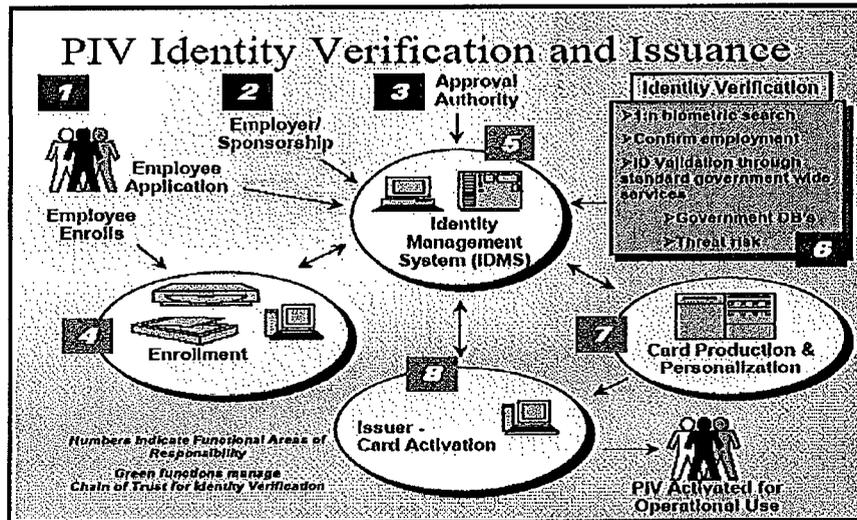


Figure A-1, FIPS 201, Appendix A

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

Step 1:

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

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

Applicants who do not currently possess the required level of background investigation shall be directed to the e-QIP web site to complete the necessary background investigation forms online. The CCS shall provide to the COTR/host information and instructions on how to access the e-QIP for each contract or foreign national employee requiring access

Step 2:

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

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

Step 3:

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

Step 4:

Prior to authorizing physical access of a contractor employee to a federally-controlled facility or access to a Federal information system, the CCS will ensure that a check has been performed with the National Crime Information

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

Center (NCIC) and Interstate Identification Index. In the case of a foreign national, a national check of the Bureau of Immigration and Customs Enforcement (BICE) database will be performed for each applicant. If this process yields negative information, the CCS will immediately notify the COTR/host of the determination regarding access made by the CCS.

Step 5:

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

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

Step 6:

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

Step 7:

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

The applicant provides to the credential issuing operator proof of identity with documentation that meets the requirements of FIPS 201 (DHS Employment Eligibility Verification (Form I-9) documents. These documents must be the same documents submitted for registration.

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

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

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

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

If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.

Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.

Upon return of the completed NAC, the process will continue from Step 5.

(End of Clause)

I.3 52.208-8 Required Sources for Helium and Helium Usage Data (APR 2002)

(a) Definitions.

"Bureau of Land Management," as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at http://www.nm.blm.gov/www/amfo/amfo_home.html.

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements --

(1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.

(2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier --

- (i) The name of the supplier;
- (ii) The amount of helium purchased;
- (iii) The delivery date(s); and
- (iv) The location where the helium was used.

(c) Subcontracts -- The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

(End of Clause)

I.4 52.215-9 Notification of Ownership Changes (OCT 1997)

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

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

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

(b) The Contractor shall --

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I.5 52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)

- (a) Definition. As used in this clause--

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (c) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a

subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.6 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage – Fringe Benefits
Administrative Specialist	\$26.36
Bus Driver	\$17.81
Dispatcher, Motor Vehicle	\$21.39
Equipment Specialist Lead	\$30.53
Equipment Specialist	\$17.81
Forklift Operator	\$17.81
Fuel Distribution Specialist	\$27.76
Inventory/Stock Clerk	\$26.36
Janitor Lead	\$17.62
Janitor	\$14.24
Mail Carrier/Clerk Lead	\$23.52
Mail Carrier/Clerk, Delivery Drivers	\$21.39
Material Control Specialist	\$27.76
Motor Vehicle Mechanic Lead	\$30.53
Motor Vehicle Mechanic	\$27.76
Motor Vehicle Helper	\$19.59
Property Disposal Specialist Lead	\$30.53
Property Disposal Specialist	\$27.76
Recycle Processor Lead	\$19.59
Recycle Processor	\$17.81
Receiving/Shipping Clerk Lead	\$32.20
Receiving/Shipping Clerk	\$29.27
Refuse/Garbage Collector Lead	\$19.59
Refuse/Garbage Collector	\$17.81
Truck Driver/Mover Lead	\$30.53
Truck Driver/Mover	\$27.76
Bicycle Repair Technician	\$17.81
Purchasing Buyer	\$26.36
System Analyst	\$38.23

Costs to the government for employee fringe benefits for the classes of service employees described above are estimated at an average of 28% of salary for all permanent employees as follows:

	<u>Percent of Salary</u>
Federal Employees Retirement System (FERS)	11.4
Thrift Savings Plan (TSP)	3.3
Social Security (FICA)	6.2
Medicare	1.5
Employee Life Insurance (FEGLI)	0.2
Employee Health Insurance (FEHB)	<u>5.4</u>
 Combined Fringe Benefits	 28.0

The paid holidays provided by law to Federal employees are:

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

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

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

(End of clause)

I.7 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall -

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to:

NASA Ames Research Center
ATTN: Brenda Hess, M/S 241-1
Moffett Field, CA 94035-1000

(End of clause)

I.8 52.252-6 Authorized Deviations in Clauses (APR 1984)

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

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

(End of clause)

I.9 1852.204-76 Security Requirements for Unclassified Information Technology Resources (DEVIATION) (MAY 2008)

(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 subcontractors' facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out 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. 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.

(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.10 1852.215-84 Ombudsman (OCT 2003) (Alternate I) (JUN 2000)

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

(b) If resolution cannot be made by the contracting officer, interested parties may contact the installation ombudsman:

NASA Ames Research Center
Mr. Lewis S. Braxton III
Deputy Center Director
Moffett Field, CA 94035-1000
Telephone: (650) 604-5068
Fax: (650) 604-1668
Email: lewis.s.braxton@nasa.gov

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure

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SECTION I

they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

(End of Section)

SECTION J - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J.1 List of Attachments

The following documents are attached hereto and made a part of this contract:

ATTACHMENT NO.	ATTACHMENT TITLE	DATE	NO. OF PAGES
J.A1	[REDACTED]	25 January 2006 (for CBAs) and 28 May 2008 (non-CBA)	15
J.A2	[REDACTED]	[REDACTED]	23
J.A3	[REDACTED]	[REDACTED]	22
J.B1	[REDACTED]	[REDACTED]	2
J.C1	[REDACTED]	[REDACTED]	TBD
J.C2	[REDACTED]	[REDACTED]	TBD
J.G1	[REDACTED]	[REDACTED]	13
J.H1	[REDACTED]	[REDACTED]	TBD
J.L1	[REDACTED]	[REDACTED]	TBD
J.L2	[REDACTED]	[REDACTED]	TBD

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

(End of Clause)

(End of Section)