



National
Aeronautics and
Space
Administration

Contract

1. DPAS DO-C9	2. PPC PF	3. INITIATING OFFICE ARC	4. PAGE 1	OF 27
5. CONTRACT NO. NNA04CA71C	6. EFFECTIVE DATE 2/1/04	7. PROCUREMENT REQUEST NO 4200044214	8. VENDOR CODE	
9. ISSUED BY NASA Ames Research Center Acquisition Branch for Center of Operations Moffett Field, CA 94035-1000		10. ADMINISTERED BY SAME AS BLOCK 9 POC: email: Sabrina.L.Rucker@nasa.gov Phone: 650-604-6149 Fax: 650-604-0912		

E-Mail:	Administrator:
11. PAYMENT WILL BE MADE BY NASA Ames Research Center Accounting Operations Branch; M/S 203-18 Moffett Field, CA 94035-1000	12. SUBMIT INOVICES TO SAME AS BLOCK 11

13. ACCOUNTING AND APPROPRIATION DATA Obligate <i>by</i>	14. CONTRACT TYPE CPFF
	15. INCREMENTAL FUNDING Yes

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	QUALITY AND RELIABILITY REQUIREMENTS			

16. ITEMS AWARDED UNDER THIS CONTRACT

Adminstrative Support Services for the NASA Ames Conference Center-

THIS CONTRACT IS AWARDED UNDER THE NASA MIDRANGE PILOT TEST PROGRAM APPROVED BY THE OFFICE OF FEDERAL PROCUREMENT POLICY APRIL 16, 1993.

UNITED STATES OF AMERICA	17. NAME AND TITLE OF CONTRACTING OFFICER Cheryll L. Williams, Contracting Officer	
	17a. SIGNATURE <i>[Signature]</i>	17b. DATE <i>30 Jan 2004</i>

CONTRACTOR - COMPLETE ALL ITEMS BELOW			
CONTRACTOR NAME AND ADDRESS SolutionQuest, Limited dba SolutionQuest 800 W. El Camino Real, Suite 180 Mountain View, CA 94040	DISCOUNT TERMS Net 30	TOTAL AMOUNT OF CONTRACT \$ <i>by</i>	
	TIN#: 77-0571174	NAME AND TITLE OF SIGNER Raquel Reynolds President	
CONTRACT ADMINISTRATOR (Name) Raquel Reynolds	(Telephone) (650) 428-0598	SIGNATURE (Of person authorized to sign) <i>Raquel Reynolds</i>	DATE <i>1/30/04</i>

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PART I - THE SCHEDULE

KTR.1-3 - SUPPLIES OR SERVICES AND PRICE/COSTS

KTR.1 ESTIMATED COST AND FIXED FEE

(NFS 1852.216-74) (DEC 1991)

- (a) The estimated cost of this contract is By exclusive of the fixed fee of By. The total estimated cost and fixed fee is By.
- (b) The estimated cost and fixed fee applicable to each option period is set forth below:

Item No.	Period Covered	Estimated Cost	Fixed Fee	Option Value
2	February 1, 2005 thru January 30, 2006			
3	February 1, 2006 thru January 30, 2007		<u>By</u>	
4	February 1, 2007 thru January 30, 2008			
5	February 1, 2008 thru January 30, 2009			

- (c) If all option periods are exercised the total amount of this contract will be By.

(End of clause)

KTR.2 CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is By covers the following estimated period of performance: 01 February 2004 through 01 April 2004.

(b) An additional amount of By obligated under this contract for payment of fee.

**KTR.3 SUPPLIES/SERVICES TO BE PROVIDED (ARC 52.211-94)
(FEB 1997)**

The contractor shall provide all resources necessary to operate and maintain the NASA Ames Conference Center. Additionally, the contractor shall provide administrative support in accordance with the Description/Specification/Work Statement set forth in KTR.11-Attachment A.

Item No.	Description	Qty	Unit
01	Administrative Support to maintain and operate the NASA Ames Conference Center for the period specified in KTR.7-3.	1	JOB
02	Administrative Support for Option Year 1 to maintain and operate the NASA Ames Conference Center for the Period specified in KTR.7-3.	1	JOB
03	Administrative Support for Option Year 2 to maintain and operate the NASA Ames Conference Center for the Period specified in KTR.7-3.	1	JOB
04	Administrative Support for Option Year 3 to maintain and operate the NASA Ames Conference Center for the Period specified in KTR.7-3.	1	JOB
05	Administrative Support for Option Year 4 to maintain and operate the NASA Ames Conference Center for the Period specified in KTR.7-3.	1	JOB

(End of clause)

[END OF SECTION]

KTR.4 - DESCRIPTION/SPECIFICATION/WORK STATEMENT

**KTR.4 DESCRIPTION/SPECIFICATION/WORK STATEMENT (ARC 52.211-93)
(FEB 1997)**

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

(b) Work shall be accomplished in accordance with the Specification/Work Statement and SolutionQuest Proposal dated November 5, 2003, incorporated in KTR.11-Attachment A.

(End of Clause)

[END OF SECTION]

KTR.5 - PACKAGING AND MARKING

KTR.5 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

[END OF SECTION]

KTR.6 - INSPECTION AND ACCEPTANCE

KTR.6 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES-- COST- REIMBURSEMENT

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

CLAUSE NUMBER	DATE	TITLE
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(End Of Clause)

[END OF SECTION]

KTR.7 - DELIVERIES OR PERFORMANCE

KTR.7 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER (ALTERNATE I) (APR 1984)
52.247-34	NOV 1991	F.O.B. DESTINATION

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

CLAUSE NUMBER	DATE	TITLE
		(End Of Clause)

(End Of Clause)

KTR.7-2 DELIVERY OF REPORTS (ARC 52.211-92) (FEB 1997)

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 Data Requirements List in KTR.11-Attachment C.

(End of Clause)

KTR.7-3 PERIOD OF PERFORMANCE (ARC 52.211-100) (JUL 1997)

(a) Initial Period:

The period of performance for the base period shall be from February 1, 2004 through January 30, 2005.

(b) First Option:

If exercised, the period of performance for the first option period shall be from February 1, 2005 through January 30, 2006.

(c) Second Option:

If exercised, the period of performance for the first option period shall be from February 1, 2006 through January 30, 2007.

(d) Third Option:

If exercised, the period of performance for the first option period shall be from February 1, 2007 through January 30, 2008.

(e) Fourth Option:

If exercised, the period of performance for the first option period shall be from February 1, 2008 through January 30, 2009.

(End of Clause)

KTR.7-4 NOTICE OF DELAY (ARC 52.249-90) (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)

KTR.7-5 PLACE OF PERFORMANCE (ARC 52.237-90) (FEB 1997)

The Contractor shall perform the work under this contract at NASA Ames Research Center, Moffett Field, CA and at such other locations as may be approved in writing by the Contracting Officer.

(End of clause)

[END OF SECTION]

KTR.8 - CONTRACT ADMINISTRATION DATA

KTR.8 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
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None included by reference.

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

CLAUSE NUMBER	DATE	TITLE
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1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
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(End Of Clause)

**KTR.8-2 SUBMISSION OF VOUCHERS FOR PAYMENT (NASA 1852.216-87)
(OCT 1997) (MODIFIED ARC/FEB 1998)**

(a) Public vouchers for payment of costs shall include a reference to the contract number and the contractor's Taxpayer Identification Number (TIN#). Forward vouchers in accordance with the instructions in paragraph (d) below. Except as noted in paragraph (c) below, the address in (d) (3) is the designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract.

(b) Reporting Requirements Under Taxpayer Relief Act of 1997:

(1) The Taxpayer Relief Act of 1997, enacted August 5, 1997, requires Federal executive agencies to file information returns (i.e., Form 1099-MISC) for payment of \$600 or more to corporations for services. Payments for services under certain confidential or classified contracts that meet the requirements of Internal Revenue Code Section 6050M(e) are excluded from the reporting requirements. This change became effective as of January 1, 1997.

(2) In order to comply with the Act, the contractor shall separately subtotal taxable services and nontaxable materials and supplies on each voucher. If subtotals are not specified on the vouchers, the Government will presume that the entire voucher amount is reportable and will be shown on the Form 1099-MISC generated by NASA and provided to the contractor and the Internal Revenue Service.

(c) DCAA Program for Contractor Direct Submission of Interim Vouchers to NASA Paying Offices:

(1) When authorized by the Defense Contract Audit Agency (DCAA), the contractor may submit interim vouchers directly to NASA paying offices. Such authorization does not extend to the first and final vouchers. The contractor will continue to submit first vouchers to the DCAA office identified below. Final vouchers will be submitted to the designated contracting officer with a copy to DCAA.

(2) Upon written notification to the contractor, DCAA may rescind the direct submission authority. Upon receipt of the written notice to rescind the direct submission authority, the contractor will immediately begin to submit public vouchers for the affected contracts to DCAA.

(3) Interim vouchers submitted under this program are considered to be provisionally approved for payment subject to final audit. In such cases, Copy 2, identified in paragraph (c) (3) (iii) below, need not be submitted.

(d) The Contractor shall prepare and distribute cost vouchers as follows:

(1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment.

(2) Copies of SF 1034A, SF 1035A, or equivalent Contractor's attachment as required below.

(3) The Contractor shall mark SF 1034A copies 1, 2, 3, 4, and such other copies as may be directed by the Contracting Officer by insertion in the memorandum block the names and addresses as follows and distribute to the respective addressees:

(i) Original and three (3) copies:

Accounting Operations Branch NASA Ames Research Center M/S 203-18
Moffett Field, CA 94035-1000

Cost vouchers shall be submitted via the cognizant Government audit agency identified in paragraph (iii) below.

(ii) Copy 1 -- NASA Contracting Officer, STAMPED "INFO COPY"

NNA04CA71C

NASA Ames Research Center: Sabrina Rucker, M/S 241-1
Moffett Field, CA 94035-1000

(iii) Copy 2 -- Auditor

Defense Contract Audit Agency
Peninsula Branch Office
480 San Antonio Road, Suite 150
Mountain View, CA 94040-1218

(iv) Copy 3 -- Contractor

(v) Copy 4 -- Contract Administration Office (if applicable), STAMPED
"INFO COPY"

(vi) Copy 5 -- Project Management Office, STAMPED "INFO COPY"

(vii) Copy 6 -- NASA Equipment Management Branch, M/S 255-2, STAMPED
"INFO COPY"

(For Contractor-Acquired Property and/or Centrally Reportable
Equipment, if applicable -- see paragraph (4) below)

(4) As authorized by FAR 52.216-7(a), the Contractor shall also
include the following in its vouchers submitted for payment of costs
incurred for any Contractor-Acquired Property or Centrally Reportable
Equipment that has an acquisition cost exceeding \$1,000.00;

(i) Date of Purchase

(ii) Purchase Order Number

(iii) Item Description

(iv) Quantity

(v) Purchase Price

"Centrally Reportable Equipment" is defined at NFS clause 1852.245-70.

(e) Public vouchers for payment of fee shall be prepared similarly and
be forwarded to:

Accounting Operations Branch NASA Ames Research Center M/S 203-18
Moffett Field, CA 94035-1000

This is the designated billing office for fee vouchers for purposes of
the Prompt Payment clause of this contract.

(f) In the event that amounts are withheld from payment in accordance
with provisions of this contract, a separate voucher for the amount
will be required before payment for that amount may be made.

(End of Clause)

KTR.8-3 TECHNICAL DIRECTION (NFS 1852.242-70) (SEP 1993)

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Technical Representative (COTR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 18-42.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COTR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that--
- (1) Constitutes an assignment of additional work outside the statement of work;
 - (2) Constitutes a change as defined in the changes clause;
 - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COTR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed by this clause and within the COTR's authority. If, in the Contractor's opinion, any instruction or direction by the COTR falls within any of the categories defined in paragraph (b) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 working days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 days that the instruction or direction is--

- (1) Rescinded in its entirety; or
- (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.
- (e) A failure of the Contractor and Contracting Officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COTR shall be at the Contractor's risk.

(End of Clause)

KTR. 8-4 INSTALLATION-ACCOUNTABLE PROPERTY (NFS 1852.245-71) (JUNE 1998)

- (a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following user responsibilities:

The contractor shall establish and adhere to a system of written procedures for 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, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

- (i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;
- (ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;
- (iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 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 SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(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) 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.

**ALTERNATE I
(MARCH 1989)**

As prescribed in 1845.106-70(b)(4), insert the following as subparagraph (b)(3) of the basic clause:

(3) 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 quarterly basis, to the Contracting Officer and the Supply and Equipment Management Officer.

(End of Clause)

**KTR.8-5 LIST OF GOVERNMENT FURNISHED PROPERTY (NFS 1852.245-77)
(OCT 1988)**

For performance of work under this contract, the Government will make available Government property identified below or in Attachment B of this contract on a no-charge-for-use basis. The Contractor shall use this property in the performance of this contract at NASA AMES CONFERENCE CENTER and at other location(s) as may be approved by the Contracting Officer. Under the FAR 52.245 Government property clause of this contract, the Contractor is accountable for the identified property.

[END OF SECTION]

KTR.9 - SPECIAL CONTRACT REQUIREMENTS

KTR.9 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
------------------	------	-------

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-74	MAR 1996	DRUG AND ALCHOL FREE WORKFORCE
1852.223-75	FEB 2002	MAJOR BREACH OF SAFETY OR SECURITY
1852.242-72	AUG 1992	OBSERVANCE OF LEGAL HOLIDAY

(End Of Clause)

**KTR.9-2 SPECIAL 8(a) CONTRACT CONDITIONS (FAR 52.219-11) (FEB 1990)
(DEVIATION)**

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) Contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
San Francisco District Office
455 Market Street, 6th Floor
San Francisco, CA 94105

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA

before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

- (1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.
- (2) it will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

KTR.9-3 MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)

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

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

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

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

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

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

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

(End of clause)

KTR. 9-4 (LIMITED) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (ARC 52.203-91) (JUN 2001)

(a) NASA may find it necessary to release information submitted by the Contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NASA. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of this proposal, or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to, the following:

(1) To other Agency contractors and subcontractors, and their employees tasked with assisting the Agency in handling and processing information and documents in the evaluation, the award or the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to NASA's technical evaluation panels;

(2) To NASA contractors and subcontractors, and their employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency.

(c) NASA recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NASA will permit the limited release of CBI under subparagraphs (1) or (1) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees, and the prime contractor, as a pre-condition to permitting access to prime contractor data who may require access to the CBI to perform the assisting contract.

(d) NASA's responsibilities under the Freedom of Information Act are not affected by this clause.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

(End of Clause)

KTR. 9-5 HANDLING OF DATA (ARC 52.227-96) (JUN 1989)

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

(b) Data specifically used.

(1) In the performance of this contract, it is anticipated the Contractor may have access, or be furnished, data (including financial, administrative, cost or pricing, or management information as well as technical data or computer software) of third parties which the Government has agreed to handle under protective arrangements, as well as such Government data for which the Government intends to control the use and dissemination.

(2) In order to protect the interests of the Government and the owners of such data, the Contractor agrees, with respect to such third party or Government data that is either marked with a restrictive legend or specifically identified in this contract or in writing by the Contracting Officer as being subject to this clause, to use and disclose such data only to the extent necessary to perform the work required under this contract, preclude disclosure of such data outside the Contractor's organization, and return or dispose of such data as directed by the Contracting Officer when the data is no longer needed for contract performance.

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

(c) Data first produced.

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)

KTR. 9-6 SECURITY REGISTRATION AND IDENTIFICATION BADGES--ON-SITE CONTRACTORS, EXCLUDING CONSTRUCTION (ARC 52.204-91) (FEB 1997)

- (a) All persons engaged in work at Ames Research Center are required to be registered and badged by Protective Services, and to follow all security regulations and requirements.
- (b) The Contractor is responsible for assuring that each employee or company representative wears his/her issued identification badge at all times while they are within the boundaries of Moffett Field. Badges shall be worn above the waist in such a manner as to be clearly visible.
- (c) (1) The Contractor shall ensure that all employees who are terminated or who are no longer connected with the work being performed under this contract are processed out through Protective Services. Badges, keys, and other Government property must be accounted for and returned. If a computer account has been established, the account must be deactivated.
- (2) The Government shall notify the Contractor if any terminated employee has not been processed out through Protective Services. The Contractor then has 30 days in which to process the terminated employee without penalty. After 30 days, a Bill of Collection will be issued by the Government in the amount of \$500 for each terminated employee that has not been properly processed out.
- (d) U.S. Citizens and Permanent Resident Aliens. On the first day of work, the employee will check in at the NASA Visitor Badging Office, Building 26. A temporary badge will be issued and the employee will be directed to the work site. As soon as practical, the employee must bring the completed "Non-Government Employee Security Badging Packet," NASA Form 531 and AOM Form 500, to the Employee Badging Office, Building 15. Employees will need to submit a completed packet for each badge issued, including renewals. Fingerprints will be taken if necessary and a permanent badge will be issued. All terminating employees must check out through the Employee Badging Office.
- (e) Foreign Nationals (Passports, Visas, Non-Immigrant Aliens). A National Agency Check (NAC) is a prerequisite for a foreign national, making it necessary that all paperwork be submitted to JP:15-1:4-4651/Foreign National Processing at least 60 days in advance of the

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anticipated entry date (NAC processing can take as long as 180 days to process). JP/Foreign National Processing will provide guidance as to what paperwork and type of visa are required.

(f) Reserve Gate Procedure. In the event of a labor dispute the Government may restrict entrance and exit of the Contractor's employees and the Contractor's suppliers to a specified gate at Ames Research Center, pursuant to Chapter 4 of NASA Handbook 5200.1A, "Industrial Labor Relations Manual." The Contractor agrees to have all employees rebadged and to direct them and their suppliers to utilize only the designated gate.

(End of Clause)

[END OF SECTION]

PART II - CONTRACT CLAUSES

KTR.10 - CONTRACT CLAUSES

KTR.10 LISTING OF CLAUSES INCORPORATED BY REFERENCE

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

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

CLAUSE NUMBER	DATE	TITLE
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
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
52.215-19	OCT 1997	NOTIFICATION OF OWNERSHIP CHANGES
52.216-8	MAR 1997	FIXED FEE
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.217-9	MAR 2000	OPTION TO EXTEND THE TERM OF THE CONTRACT
	Insert	"60 days" and "30 days", respectively in paragraph (a). Insert "5 years" in paragraph (c).
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-2	JUL 1990	PAYMENT OF OVERTIME PREMIUMS
	Insert	"\$5,000.00" in paragraph (a).
52-222-21	FEB 1999	EQUAL OPPORTUNITY
52.222-35	APR 2002	EQUAL OPPORTUNITY FOR SPECIAL DISABLED

52.222-36	JUN 1998	VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN
52.224-1	APR 1984	PRIVACY ACT NOTIFICATION
52.224-2	APR 1984	PRIVACY ACT
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA-GENERAL As modified by 1852.227-14 NASA FAR Supplement (OCT 1995)
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-33	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD (ALTERNATE I) (JUNE 1985)
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-15	AUG 1989	STOP-WORK ORDER
52.243-2	AUG 1987	CHANGES-COST REIMBURSEMENT (ALTERNATE II) (APR 1984)
52.243-4	AUG 1987	CHANGES
52.245-5	JAN 1986	GOVERNMENT PROPERTY (COST- REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR HOUR CONTRACTS)
52.246-23	FEB 1997	LIMITATION OF LIABILITY
52.246-25	FEB 1997	LIMITATION OF LIABILITY-- SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.252-6	APR 1984	AUTHORIZED DEVIATIONS IN CLAUSES
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

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

CLAUSE NUMBER	DATE	TITLE
1852.204-74	MAY 2002	CENTRAL CONTRACTOR REGISTRATION
1852.208-81	OCT 2001	RESTRICTIONS ON PRINTING AND DUPLICATING
1852.209-72	DEC 1988	COMPOSITION OF THE CONTRACTOR
1852.216-75	DEC 1988	PAYMENT OF FIXED FEE
1852.216-89	JUL 1997	ASSIGNMENT AND RELEASE FORMS
1852.219-74	SEP 1990	USE OF RURAL AREA SMALL BUSINESSES
1852.219-76	JUL 1997	NASA 8 PERCENT GOAL
1852.223-70	APR 2002	SAFETY AND HEALTH
1852.223-75	JUL 1997	MAJOR BREACH OF SAFETY OR SECURITY (ALTERNATE I) (MAY 2002)
1852.237-70	JUL 2000	EMERGENCY EVACUATION PROCEDURES
1852.242-72	MAR 1997	OBSERVANCE OF LEGAL HOLIDAYS
1852.242-73	JUL 2000	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING

(End of Clause)

**KTR.10-2 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): <http://www.arnet.gov/far/>

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

(End of clause)

KTR.10-3 OMBUDSMAN (NFS 1852.215-84) (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, Mr. Thomas J. Moyles, at 650.604-5073. 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 202-358-0422, facsimile 202-358-3083, e-mail sthompson1@hq.nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

[END OF SECTION]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

KTR.11 - LIST OF ATTACHMENTS

**KTR.11 LIST OF DOCUMENTS, EXHIBITS, AND ATTACHMENTS
(ARC 52.211-90) (FEB 1997)**

(a) The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

KTR.11-Attachment A Statement of Work Moffett Training and Conference Center Dated September 8, 2003

KTR.11-Attachment B List of Government Furnished Property Dated October 2003

KTR.11-Attachment C Delivery of Reports

(End of Clause)

[END OF SECTION]

**Statement of Work
Moffett Training and Conference Center (MTCC)**

Original

1.0 INTRODUCTION

The Moffett Training and Conference Center, located at Ames Research Center, provides facilities and services for training sessions, meetings, and conferences, which benefit the NASA community. Events are attended by Ames staff members, other NASA employees, other government employees and representatives of academia and private industry, as dictated by the event.

2.0 GENERAL SCOPE OF WORK

This contract involves the maintenance and operation of the MTCC as a premier training and conference facility. Tasks include overall planning, scheduling and coordination of events; technical and logistic support; customer interface and service; and on-going evaluation and improvement of the facility and support given. These services may also be provided for similar events at other facilities, as requested by the government. There are 4 primary meeting areas, with associated support and assembly areas. Also included is staff office and storage space.

3.0 REQUIREMENTS TO BE PERFORMED

3.1 The contractor shall maintain and operate the Moffett Training and Conference Center, ensuring that the operations and management requirements of the facility are met.

3.1.1 The contractor shall provide on-site, full-event support, from pre-planning through the actual day of the event, including but not limited to: coordination and support for audio-visual, network, and video satellite broadcasting, graphs, reproduction, catering, and lodging for all in-house training courses, conferences, workshops, lectures, and Headquarters residential courses ((e.g., Academy of Program/Project Leadership (APPL West), NASA Engineering Training (NET), and Leadership Development Program (LDP)).

3.1.2 The contractor shall schedule use of the facility, and recommend/suggest on-site and local facilities when the MTCC is not available to accommodate the customer's requests.

3.1.3 The contractor shall provide cost estimates for use of MTCC (if appropriate) including, lodging and meals for Headquarters sponsored courses; and track and report actual expenditures.

3.1.4 The contractor shall research and purchase items and services required to effectively operate the MTCC, within the guidelines established by the Training Officer.

3.1.5 The contractor shall solicit and analyze feedback from users and event planners on the overall and specific satisfaction with the services and support provided.

3.1.6 The contractor shall provide special reports as requested by the Training Officer.

3.1.7 The contractor shall recommend facility improvements and maintenance in accordance with NASA Ames safety regulations.

4.0 SCHEDULE

The MTCC is open during the hours of 8:00 a.m. to 4:00 p.m. each weekday, year-round. The contractor shall staff the MTCC Monday through Friday between the hours of 6:00 a.m. and 4:00 p.m., extending to 6:00 p.m. when required for operations. Additional coverage may be required for special evening or weekend events, at the request of the Training Officer. The Training Officer must approve overtime, in accordance with FAR clause 52.222.2.

5.0 PERFORMANCE REQUIREMENTS

5.1 The MTCC will meet the needs of ARC and NASA management to provide a high quality conference, meeting and training facility, as indicated by, but not limited to, the following:

5.1.1 The contractor shall have knowledge of and apply all Ames and OSHA safety guidelines and regulations.

5.1.2 The contractor shall demonstrate a knowledge of Ames' policies for the operation of the MTCC, financial process and the Ames organization structure, key personnel and culture.

5.1.3 The contractor shall provide full coverage and support for regular and special events that occur outside the normal business hours.

5.1.4 The contractor shall respond to, and meet, management requests for information, service or reports in a timely and responsive manner.

5.1.5 The contractor shall provide excellent customer service as evidenced by superior evaluations from facility users and event planners. The contractor's performance will be measured by customer satisfaction (evaluations, email, and feedback) and will be evidenced by the following:

- The contractor's proactive and solution-oriented approach to problem solving.
- The contractor's administration of logistical aspects of all events.
- The contractor's successful completion of all record-keeping requirements.
- The contractor's timely response to management requirements.

5.1.6 The contractor will maximize the usage of the facility, within the operating guidelines established by the Training Officer.

5.1.7 The contractor's staff shall be required to obtain applicable security clearances for working at NASA Ames.

6.0 PERIOD OF PERFORMANCE

Contract shall begin December 1, 2003 and continue for a base period of 3 years. The period of performance may be extended with the mutual agreement of Ames Research Center and the contractor for two 1-year options.

	Report	Delivery Date	Qty	Recipient	Remarks
1	NASA Mishap Report (NASA Form 1627)	Within 1 working day of mishap occurrence A Mishap Report must be complete for each occurrence	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Occupational Safety, Health, and Medical Services Office, M/S: 218-1	Contractor shall submit this report in accordance with Ames Handbook 1700.1
2	Contractor Monthly Accident Report (ARC Form 15)	Not later than 15 working days after the end of the month being reported.	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Occupational Safety, Health, and Medical Services Office, M/S: 218-1	Contractor shall submit this report in accordance with NFS 1852.223-70 Negative reports are also required
3	NASA Safety and Health Plan	Not later than 30 days after the effective date of the contract.	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Occupational Safety, Health, and Medical Services Office, M/S: 218-1	
4	Certificate of Insurance	Not later than 30 days after the effective date of the contract.	1 copy for each recipient	Contract Specialist, M/S: 241-1	Liability Limits shall be in accordance with NFS 1852.228-75
5	Financial Management Report Initial Report (NASA Form 533Q)	Not later than ten (10) calendar days after the effective date of the contract.	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Financial Management, M/S: 203-18 Resource Management Office, M/S: 237-9	
6	Financial Management Report Monthly Report (NASA Form 533M)	Not later than fifteen (15) days after the end of the month being reported	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Financial Management, M/S: 203-18 Resource Management Office, M/S: 237-9	

7	Financial Management Report Quarterly Report (NASA Form 533Q)	Not later than the 15 th day of month proceeding the quarter being reported	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Financial Management, M/S: 203-18 Resource Management Office, M/S: 237-9	Contractor shall complete report in accordance with NFS Clause 1852.242-73 and NPF 9501.2, both entitled NASA Contractor Financial Reporting
8	Quarterly Report of Purchases	Not later than the 15 th day of month proceeding the quarter being reported	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3 Supply and Equipment Management office (SEMO), MS: 255-2	The Contractor shall prepare this report in accordance with NFS Clause 1852.245-71, Alternate I
9	Monthly Occupancy/Cancellation Report	Within 10 business days after the end of each month	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3	
10	Customer Evaluation Report	Within 10 business days after the end of each month	1 copy for each recipient	Contract Specialist, M/S: 241-1 COTR, M/S: 241-3	