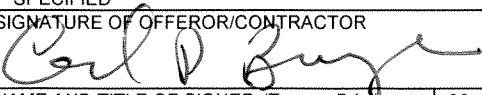
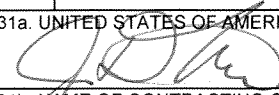


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>Offeror to complete blocks 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER N/A	2. PAGE 1 OF 16	
2. CONTRACT NO. NNS08AA83B	3. AWARD/EFFECTIVE DATE Ref. Block 31c.	4. ORDER NUMBER	5. SOLICITATION NUMBER NNS08ZBA001R	6. SOLICITATION ISSUE DATE 05/30/2008		
7. FOR SOLICITATION INFORMATION CALL	a. NAME Gregory Fletcher	b. TELEPHONE NUMBER (No collect calls) (228) 688-2223		8. OFFER DUE DATE/ LOCAL TIME 3:00 pm 06/20/2008		
9. ISSUED BY National Aeronautics & Space Administration Office of Procurement, Code DA00 Program Management Support Division, Code DA10 John C. Stennis Space Center Stennis Space Center, MS 39529-6000		CODE 64	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: ___% FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESSES NAICS: 541712 <input type="checkbox"/> SERVICE-DISABLED VETERAN- <input type="checkbox"/> 8(A) OWNED SMALL BUSINESS SIZE STANDARD: 500 Emp			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A		<input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING DO-C9		
15. DELIVER TO: NASA/John C. Stennis Space Center Attn: Transportation Office, Bldg. 2204 John C. Stennis Space Center Stennis Space Center, MS 39529-6000		CODE 64	16. ADMINISTERED BY SEE BLOCK 9 CODE 64			
17a. CONTRACTOR/OFFEROR Mississippi Research Consortium c/o University of Southern Mississippi P.O. Box 5157, Hattiesburg, MS 39406-5157 Taxpayer Identification No. (TIN): 64-6000818 Cage Code: 1M9B6 DUNS No.: 62-333-5775 TELEPHONE NO: (601) -266-5116	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY NASA/Shared Services Center Financial Management Division/Accounts Payable Building 1111, Room C Stennis Space Center, MS 39529 Email: NSSC-AccountsPayable@nasa.gov FAX (866) 209-5415			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED: <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES SEE PAGE 3 <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>		21. QUANTITY 1	22. UNIT JOB 1	23. UNIT PRICE Not to Exceed	24. AMOUNT \$10,000,000.
25. ACCOUNTING AND APPROPRIATION DATA PPC: RP			26. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$10,000,000.00			
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>3</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. your OFFER DATED 6/20/08 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>1</u>			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) V.P. for Research		30c. DATE SIGNED 6/20/08	31b. NAME OF CONTRACTING OFFICER (Type or Print) James D. Huk II		31c. DATE SIGNED 7/14/08	

1. SUPPLIES AND/OR SERVICES TO BE FURNISHED: The contractor shall provide all resources necessary to furnish the supplies/services in accordance with the statement of work entitled, "**Mississippi Research Consortium**" incorporated herein in full text and the clauses of this contract.

Item No. 0001 Mississippi Research Consortium, in accordance with the attached Statement of Work

Quantity 1 JOB

Unit Price Not to Exceed \$10,000,000.00

Total Amount Not to Exceed \$10,000,000.00.

There will be no costs to the Federal Government for the administration of this contract. The costs associated with the administration of this contract will be funded internal to the University of Southern Mississippi. These include the labor costs for the administration of the research contract, software development and any networking cost.

NOTE:

The Government intends to award a five (5) year Indefinite Delivery/Indefinite Quantity (IDIQ) contract. The value of the task orders to be issued is estimated to be a **minimum of \$1,000.00** with a **maximum of \$10,000,000. 00 for the five (5) year period.**

****THE GOVERNMENT RESERVES THE RIGHT TO MAKE MULTIPLE INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT AWARDS FROM THIS SINGLE SOLICITATION.****

2. PERIOD OF PERFORMANCE

The period of performance of this contract shall be **five (5) years** from the date of contract award. The performance period for each task/delivery order shall be cited on the task/delivery order issued. Task/Delivery orders may be issued under this contract during the entire performance period. The expiration of the performance period during which orders may be issued shall not affect any task/delivery orders placed prior to the expiration of such period. Terms and conditions of the contract shall remain in full force and effect in their application to such task/delivery orders.

3. TASK/ DELIVERY ORDER ISSUANCE PROCEDURE

A. Requirements and Ordering

Requirements under this contract shall be ordered in accordance with the Federal Regulations (FAR) clauses entitled, "Ordering and Order Limitations." The Contracting Officer shall be responsible for soliciting proposals and awarding of delivery orders.

B. Method of Placing Task/Delivery Orders

Each Task/Delivery Order placed against this contract shall contain the following information:

- a. Contract Number and Task/Delivery Order Number
- b. Project Description (Statement of Work and Special Conditions)
- c. Clause "fill-in" data and identification of all unique clauses
- d. Date of Order and Required Delivery Date
- e. Funding and Appropriation Data
- f. Total Amount
- g. Signature of the Contracting Officer

4. SHIP TO: NASA/Technology Development and Transfer Office
ATTN: William St. Cyr, Code EA41
John C. Stennis Space Center
Stennis Space Center, MS 39529-6000

STATEMENT OF WORK

MISSISSIPPI RESEARCH CONSORTIUM

Section 1. Introduction

The Contractor shall provide engineering and scientific research to NASA, the tenant agencies at the John C. Stennis Space Center, and other Government agencies in areas of remote sensing applications, ecosystem integration and analysis, coastal community resiliency and sustainable development, sediment transport and management and nutrient input, water quality, climate change and climate variability effects on regional ecosystems, advanced environmental education techniques, acoustics, image analysis, geographic information systems, computational fluid dynamics, polymers/ceramics, electron microscopy, microelectronics, micro-electromechanical systems (MEMS), magneto hydrodynamics, diagnostic instrumentation, and other associated scientific, computational and engineering areas. Examples of the anticipated research in these areas of discipline are described in Section 5 below.

The Mississippi Research Consortium (MRC) is a collaboration of four Mississippi universities dedicated to providing research and technology development to various state and federal agencies. The MRC consists of Jackson State University (JSU), Mississippi State University (MSU), University of Southern Mississippi (USM), and the University of Mississippi (UM).

Section 2. Administering Institution

The contract will be administered by a single MRC institution that will serve as the MRC liaison to NASA in the performance of this contract. The administering institution will be responsible for:

- Receiving statements of work (SOW) from the NASA/SSC Office of Procurement.
- Distribute the SOW within three working days to each MRC institution's office of sponsored research with instructions on the procedure and required schedule for submitting proposals.
- Collecting and reviewing the proposals to verify that the technical requirements are met and adequate budgetary and schedule information is included.
- Providing all submitted proposals to NASA/SSC in a timely manner, along with the MRC's recommendation of the proposal that best meets the requirements of the SOW and provides the best value to the government.
- Provide the total cost of the proposed research to the government.
- When a fixed cost research proposal is funded by NASA/SSC, the MRC will enter into a contract with the MRC institution selected by NASA/SSC to conduct the research.
- Performing general oversight and administrative functions.
- Providing monthly invoices to NASA/NSSC.
- Providing status reports on project schedules to the MRC institutions, the NASA Contracting Officer (CO) and NASA Contracting Officer's Technical Representative (COTR).
- Require each Principal Investigator (PI) provide a technical report at the conclusion of the research before final payment is made to the PI or the PI's institution.
- Provide NASA/SSC/COTR one copy of all final reports within 90 days of completion of each project.
- Include the final report for each project in the NASA/SSC Technical Documentation System prior to closeout of a project.
- Close out all projects within 90 days of completion of each project.

Also included in the management plan must be a description of the statistics to be collected and periodically reported. NASA will select the administering institution based on an evaluation of "proposals for administration" which may be submitted by any MRC institution.

The proposal for administration must include a detailed management plan that describes the process flow that would be used for operation of the MRC. The management plan narrative is limited to 10 pages, and the entire proposal, including pricing and personnel qualifications is limited to a total of 20 pages, including all attachments.

Section 3. Value Characteristics - Listed below are the value characteristics that will be used in evaluating each offer.

a) Management Plan	50%
b) Management Personnel Qualifications	30%
c) Cost	0
d) Past Performance	20%

Section 4. Contract Type - The Government intends to award a five-year Indefinite Delivery/Indefinite Quantity (IDIQ) type contract. The composite value of the tasks to be issued annually is estimated to be \$1,000,000 with a five-year estimated value total of \$10,000,000.

Section 5. Typical Examples of Research Required

- Development and/or improvement of models and data collection for the forecasting of surface wind, air temperature, and atmospheric pressures.
- Review and analysis of the economic impact of SSC and NSSC on the local area.
- Research and development of advanced methods of uncertainty analysis applicable to rocket engine testing.
- Studies, analytical predictions and empirical data on the present metallurgy and life expectancy of heat affected and/or heavily corroded test facility fixtures included support structure, flame deflectors and rocket diffusers.
- Support for the examination and study of aging concrete in a highly dynamic rocket test stand environment. This effort should include the tie-ins for steel structure to the concrete.
- Analytical models and collection of experimental data from subscale test models of rocket engine test facilities to support the development of acoustic energy impact and structural dynamics as a response to acoustic energy inputs.
- Data collection and study leading to research and development of appropriate methods to repair/replace aging underground water piping and service valves.
- Novel approaches to the generation and recovery of specialized gases and liquids in the rocket test environment including both gas and liquid phases of hydrogen, oxygen, nitrogen and helium.
- Study and dissemination of modern approaches to the analysis of fatigue and remaining life on facilities exposed to rocket engine test environments.
- Theoretical based analysis and design of high heat flux components for rocket flame deflectors and rocket engine diffusers. This effort could be coupled with build up of subscale testing facilities and collection of empirical data to anchor the analytical models – i.e. testing a small rocket engine over a flame deflector to provide detailed information regarding design for maximum cooling efficiency.
- Research and development into methods to collect and analyze the constituents of rocket engine propellant in real time during hot fire testing.
- Novel approaches into the measurement and mitigation of hydrogen propellant in potentially flammable or explosive environments
- Research and development of advanced computational fluid dynamics applicable to rocket engine testing.
- Research and development of advanced modeling and simulation methods for rocket engine test facilities.
- Review and analysis of strategic program requirements including trend analysis, program trades and development, and long-range implementation planning.
- Provide research and development of scientific instruments and sensors used in rocket propulsion testing and the monitoring of the environment during testing.
- Research and development of advanced mathematical techniques that support the creation of accurate, predictive models of atmospheric, oceanographic, coastal, estuarine, and riverine dynamics and processes.
- Research and development of techniques that improve the integrated analysis of remote sensing and in-situ coastal, estuarine, and riverine data sets.
- Research and development of hydrodynamic models of coastal, estuarine, and riverine systems which can be used to assess watershed processes, sediment transport, storm water runoff and related water quality issues.

ATTACHMENT TO SF 1449

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5) (April 2008)

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

- (1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

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

[Contracting Officer check as appropriate.]

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (4) [Reserved]
- (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.
- (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (Apr 2008) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- (10) 52.219-16, Liquidated Damages-Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (11) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (June 2003) of 52.219-23.
- (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657f).
- (15) 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).
- (16) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (19) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

- X (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- X (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of 52.222-50.
- X (25)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- X (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).
- ___ (29)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (31) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- X (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

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

[Contracting Officer check as appropriate.]

- ___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

__ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

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

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

(End of clause)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”

ADDENDA TO FAR 52.212-1

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (52.252-1) (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://procurement.nasa.gov/FAR/>

A. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

The following FAR provisions are included by reference when applicable:

- 52.211-14 Notice of Priority Rating for National Defense Use (Sep 1990) (Applicable to rated orders)
- 52.232-38 Submission of Electronic Funds Transfer Information with Offer (May 1999) (Applicable, when EFT information is to be submitted with the offer)

*****NOTICE TO ALL OFFERORS*****

***** Submission of electronic/facsimile proposals/quotes are not authorized under this solicitation *****

COMPETITIVE NEGOTIATED PROCUREMENT USING QUALITATIVE CRITERIA

This procurement is being conducted utilizing Best Value Selection (BVS), which seeks to select an offer based on the best combination of price and qualitative merit (including Management Plan, Management Personnel Qualifications, Past Performance, and Cost) of the offers submitted and reduce the administrative burden on the Offerors and the Government. BVS predefines the value characteristics which will serve as the discriminators among offers. BVS evaluation is based on the premise that, if all offers are of approximately equal qualitative merit, award will be made to the Offeror with the lowest evaluated price (fixed-price contracts) or the lowest most probable cost (cost type contracts). However, the Government will consider awarding to an Offeror with higher qualitative merit if the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit if the price (or cost) differential between it and other offers warrant doing so.

EVALUATION CRITERIA

- a. The award will be made to the responsible offeror whose proposal is responsive, and offers the best value to the government. Best value will be determined based on an integrated assessment of each proposal in terms of management plan, management personnel qualifications, past performance, and cost. Therefore, subjective judgment by the government is implicit in the evaluation process. **Management Plan, Management Personnel Qualifications, when combined are significantly more important than Past Performance and Cost.** However, if an offeror does not have relevant past performance history, the offeror may not be evaluated favorably or unfavorably on past performance and will be given a neutral rating as detailed in this plan. In addition, award may be made to the other than low priced offer and may be made without conducting discussions.
- b. Once all responses have been gathered, contractors will be quantitatively evaluated by team members using the below value characteristics. These value characteristics are performance based and permit selection of the offer which provides better results for a reasonable marginal increase in price. All offers will be judged against these value characteristics.

EVALUATION PROCESS

The Government will evaluate offers in two general steps:

Step One -- An initial evaluation will be performed to determine if all required information has been provided and the Offeror has made a reasonable attempt to present an acceptable offer. Offerors may be contacted only for clarification purposes during the initial evaluation. Offerors determined not to be acceptable shall be notified of their rejection and the reasons therefore and excluded from further consideration.

Step Two -- All acceptable offers will be evaluated against the specifications/statement of work and the value characteristics identified below. Based on this evaluation, the Government has the option, depending on the specific circumstances of the offers received, to utilize one of the following methods: (1) Make selection and award without discussions, (**preferred method**); or (2) after establishment of the competitive range, hold discussions with all finalists, and afford each Offeror an opportunity to revise its offer, and then make selection. You are cautioned that omissions or an inaccurate or inadequate response to these evaluation factors may have a negative effect on your overall evaluation.

Other references, aside from those provided by the Offeror, may be contacted and their comments considered during the source selection process. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

VALUE CHARACTERISTICS

Listed below are the value characteristics that we will utilize in the evaluation of each offer. Each value characteristic is further defined to explain the rating that each offeror will receive.

- a) Management Plan 50%
- b) Cost 0
- c) Past Performance 20%
- d) Management Personnel Qualifications 30%

All prospective offerors shall submit a minimum of three (3) and a maximum of five (5) references which relate to the performance of similar work with their offer.

EVALUATION--COMMERCIAL ITEMS (52.212-2) (Jan 1999) (Applicable when evaluation factors are to be included for evaluation and the selection will be based on best value, rather than technically acceptable, low price. This provision may be modified as necessary, by the contracting officer.)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Management Plan

Cost

Past Performance

Management Personnel Qualifications

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

All technical questions shall be submitted no later than 3:00 pm Central Time on or before June 12, 2008. Questions submitted after this date and time will not be accepted. Questions must be submitted to: gregory.fletcher-1@nasa.gov (cc: james.d.huk@nasa.gov). Faxed or Telephonic questions will not be accepted.

SUBCONTRACT REQUIREMENTS

Advance Subcontract Notification: The Contractor shall provide the Contracting Officer with advance notification of proposed subcontracts in excess of \$25,000.

Consent to Placement of Subcontracts: The Contractor shall submit consent to place file documentation for all subcontracts and purchase orders in excess of \$100,000.00 or on a cost reimbursement type, Time and Materials, or labor hours basis in accordance with FAR Clause 52.244-2 (b) and (e). No instances of subcontracts awarded without consent of the Contracting Officer unless advance verbal approval is given by the Contracting Officer followed up with appropriate file documentation.

ADDENDA TO 52.212-4

CLAUSES INCORPORATED BY REFERENCE (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 address: <http://procurement.nasa.gov/FAR/>

A. FEDERAL ACQUISITION REGULATION (48CFR CHAPTER 1) CLAUSES

The following FAR clauses are included by reference when applicable:

- 52.216-18 Ordering (Oct 1995) fill In: (a) Such orders may be issued from date of contract award through five (5) years.
- 52.216-19 Order Limitations (Oct 1995) Fill In: (a) Minimum Order: \$1,000.00;
(b1) Maximum Order; \$1,000,000.;
(b2) \$1,000,000. (b3) seven (7); (d) seven (7)
- 52.216-22 Indefinite Quantity (Oct 1995) Fill In: (d) 90days.
- 52.216-27 Single or Multiple Awards (Oct 1995)
- 52.217-8 Option to Extend Services (Nov 1999)
- 52.227-11 Patent Rights-Ownership by the Contractor (Dec 2007) As modified by NASA/FAR Supplement 1852.227-11
- 52.227-14 Rights in Data-General (Dec 2007) as modified by NAS/FAR Supplement 1852.227-14
- 52.244-2 Subcontracts (Jun 2007)
- 52.244-5 Competition in Subcontracting (Dec 1996)
- 52.244-6 Subcontracts for Commercial Items (Mar 2007)
- 52.247-34 F.O.B. Destination (Nov 1991) (Delivery term specified as F.O.B. Destination)
- 52.223-4 Recovered Material Certification (Oct 1997)
- 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)
Paragraph B2 insert: **1-copy to: Office of Procurement, Code DA10, ATTN: Contracting Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529, and 1 copy to: Environmental Office Code RA02, ATTN: Environmental Officer, John C. Stennis Space Center, Stennis Space Center, MS 39529]**

B. NASA FEDERAL ACQUISITION REGULATION SUPPLEMENT (48CFR CHAPTER 18) CLAUSES

- 1852.215-84 Ombudsman (Oct 2003)
Fill In: b. (Arthur (Gene) E. Goldman, Deputy Director, John C. Stennis Space Center, MS 39529-6000, E-Mail arthur.e.goldman@nasa.gov, Phone (228) 688-2123, or Fax (228) 688-3240.)
- 1852.219-76 NASA 8 Percent Goal (July 1997)
- 1852.223-72 Safety and Health (Short Form) (April 2002)
- 1852.223-75 Major Breach of Safety or Security (Feb 2002); Alternate I (Feb 2006)
- 1852.233-70 Protest to NASA (Oct 2002)
- 1852.225-70 Export Licenses (February 2000)
- 1852.235-73 Final Scientific and Technical Reports (Dec 2006)
- 1852.235-74 Additional Reports of Work-Research and Development (Feb 2003)
- 1852.237-72 Access to Sensitive Information (Jun 2005)
- 1852.237-73 Release of Sensitive Information (Jun 2005)
- 1852.244-70 Geographic Participation in the Aerospace Program (Apr 1985)

Enclosure to PIC 06-01

PIV Card Issuance Procedures in accordance with FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel

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

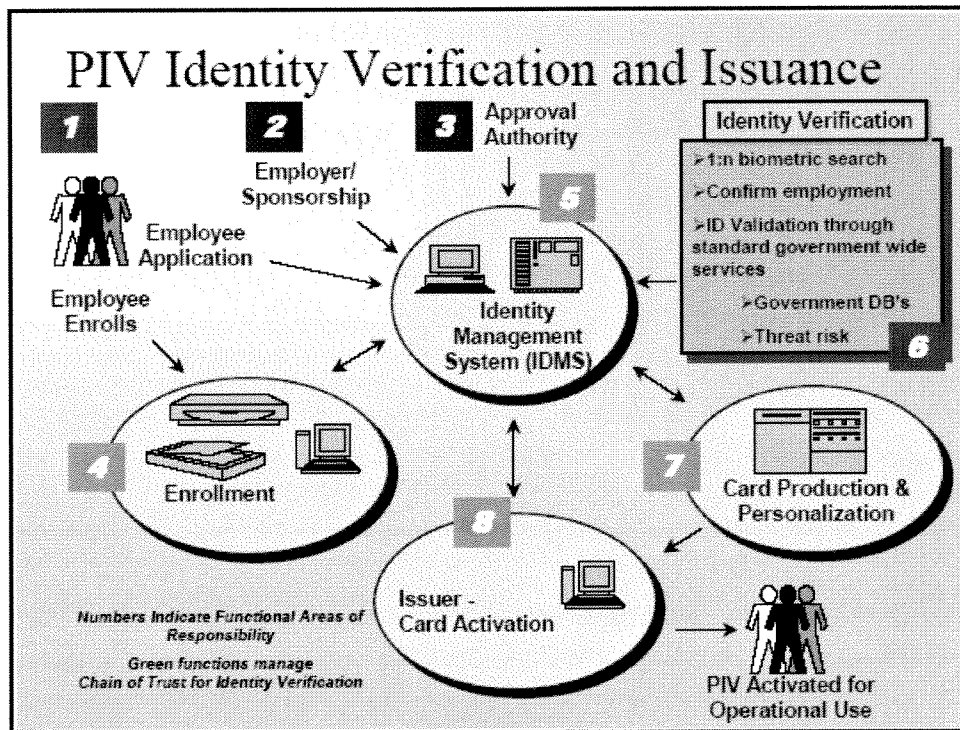


Figure A-1, FIPS 201, Appendix A

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

Step 1:

The Contractor's Corporate Security Officer (CSO), Program Manager (PM), or Facility Security Officer (FSO) submits a formal letter that provides a list of contract employees (applicant) names requesting access to the NASA Contracting Officer's Technical Representative (COTR). In the case of a foreign national applicant, approval through the NASA Foreign National Management System (NFNMS) 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 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.

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

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

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

1. If the documents required to submit the NACI have not been completed prior to EOD, the applicant will be instructed to complete all remaining requirements for submission of the investigation request. This includes presentation of I-9 documents and completion of fingerprints, if not already accomplished. If the applicant fails to complete these activities as prescribed in NPR 1600.1 (Chapters 3 & 4), it may be considered as failure to meet the conditions required for physical access to a federally-controlled facility or access to a Federal information system, and result in denial of such access.
2. Based on favorable results of the NCIC, the applicant shall be issued a temporary NASA identification card for a period not-to-exceed six months. If at the end of the six month period the NAC results have not been returned, the agency will at that time make a determination if an additional extension will be granted for the temporary identification card.
3. Upon return of the completed NAC, the process will continue from Step 5.