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

1. REQUISITION NUMBER

PAGE 1 OF 61

2. CONTRACT NO.

3. AWARD/ EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: NNK07207243R

6. SOLICITATION ISSUE DATE: 3/12/2008

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Lourdes Brown

b. TELEPHONE NUMBER (No collect calls): 321-867-0920

8. OFFER DUE DATE/LOCAL TIME: 1600 LT

9. ISSUED BY CODE KSC

NASA/John F. Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

10. THIS ACQUISITION IS
☐ UNRESTRICTED OR ☒ SET ASIDE: 100.00 % FOR:
☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☒ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 492210

SIZE STANDARD: $23.50

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

12. DISCOUNT TERMS

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

13b. RATING: DO-C9

14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO CODE KSC

NASA/Kennedy Space Center
KENNEDY SPACE CENTER FL 32899

16. ADMINISTERED BY CODE KSC

NASA/Kennedy Space Center
Office of Procurement
MAIL CODE OP
KENNEDY SPACE CENTER FL 32899

17a. CONTRACTOR/ OFFEROR CODE

FACILITY CODE

TELEPHONE NO.

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

18a. PAYMENT WILL BE MADE BY CODE

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

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	INCO TERMS 2: DESTINATION				
001	The Contractor shall provide KSC Mail Distribution Services in accordance with the Performance Work Statement.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

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

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

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER *(Type or print)*: Marlo Krisberg

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY

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

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SECTION 1 - CONTINUATION OF SF 1449

1.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clauses identified only by Federal Acquisition Regulations (FAR) or NASA FAR Supplement (NFS) reference, title and date are incorporated by reference and have the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of a clause may be accessed electronically at this/these address(es):

FAR- http://acquisition.gov/far/old_htmlframe.html
NFS- http://www.hq.nasa.gov/office/procurement/regs/nfstocA.htm

(End of clause)

1.2 SCOPE OF WORK

The contractor shall provide all resources (except as expressly stated in this contract as furnished by the Government) necessary to provide mail distribution services in accordance with this contract.

The total firm-fixed price (FFP) of this contract is shown in Table 1.2-1 below:

ITEM NO	PERIOD OF PERFORMANCE (POP)	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001	*	Phase-in period	*	*	$ *	$ *
002	1 OCT 08 - 30 SEP 09	Mail Distribution Services for the base year	12	Month	$ *	$ *
003	1 OCT 09 - 30 SEP 10	Mail Distribution Services for the 1st option period	12	Month	$ *	$ *
004	1 OCT 10 - 30 SEP 11	Mail Distribution Services for the 2nd option period	12	Month	$ *	$ *
005	1 OCT 11 - 30 SEP 12	Mail Distribution Services for the 3rd option period	12	Month	$ *	$ *
006	1 OCT 12 - 30 SEP 13	Mail Distribution Services for the 4th option period	12	Month	$ *	$ *
					TOTAL CONTRACT VALUE	$ *

*** To be proposed by offeror**

(End of clause)

[END OF SECTION]

SECTION 2 - ADDENDUM TO 52.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

2.1 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER. (AUG 2000)

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

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as—

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material," for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as—

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

2.2 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

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

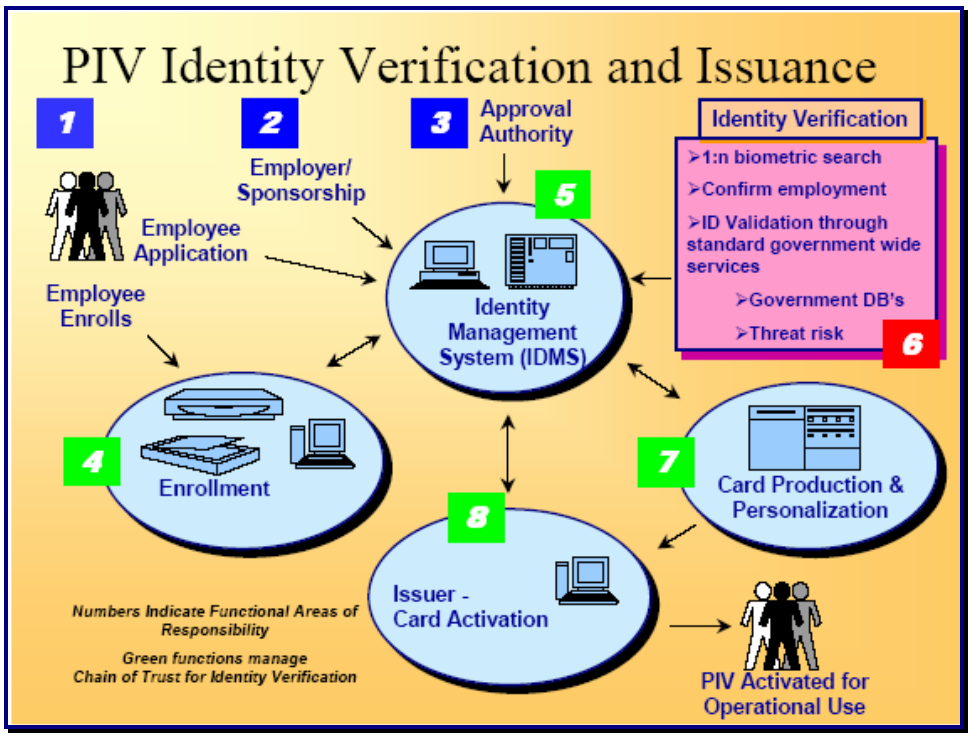

Figure A-1, FIPS 201, Appendix A

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 Federal[1] 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

[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

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.

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.

(End of clause)

2.3 FAR 52.217-8 OPTION TO EXTEND SERVICES. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor anytime prior to the expiration date of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at least 15 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. Options exercised shall be in accordance with the following:

OPTION	PERIOD
1	10/01/2009 - 09/30/2010
2	10/01/2010 – 09/30/2011
3	10/01/2011 – 09/30/2012
4	10/01/2012 – 09/30/2013

Table 2.4- 1

(End of clause)

2.5 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)

a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

2.6 FAR 52.245-1 GOVERNMENT PROPERTY. (JUN 2007)

2.7 NFS 1852.203-70 DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS. (JUN 2001)

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

2.9 NFS 1852.208-81 RESTRICTIONS ON PRINTING AND DUPLICATING. (NOV 2004)

2.10 NFS 1852.215-84 OMBUDSMAN. (OCT 2003) ALTERNATE I (JUN 2000)

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

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

Mr. James E. Hattaway, Jr.
NASA John F. Kennedy Space Center Mail
Code AA-B Kennedy Space Center FL 32899
Telephone number 321-867-2346
Fax 321-867-8807
Email James.E.Hattaway@nasa.gov.

Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the NASA ombudsman, the Director of the Contract Management Division, at 202-358-0445, facsimile 202-358-3083, e-mail james.a.balinskas@nasa.gov. Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document. (c) If this is a task or delivery order contract, the ombudsman shall review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures of the contract.

(End of clause)

2.11 NFS 1852.219-76 NASA 8 PERCENT GOAL. (JUL 1997)

(a) Definitions. Historically Black Colleges or University, as used in this clause, means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986. Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)). Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124. Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

2.12 NFS 1852.223-70 SAFETY AND HEALTH. (APRIL 2002)

(a) Safety is the freedom from those conditions that can cause death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment. NASA’s safety priority is to protect: (1) the public, (2) astronauts and pilots, (3) the NASA workforce

(including contractor employees working on NASA contracts), and (4) high-value equipment and property.

(b) The Contractor shall take all reasonable safety and occupational health measures in performing this contract. The Contractor shall comply with all Federal, State, and local laws applicable to safety and occupational health and with the safety and occupational health standards, specifications, reporting requirements, and any other relevant requirements of this contract.

(c) The Contractor shall take, or cause to be taken, any other safety, and occupational health measures the Contracting Officer may reasonably direct. To the extent that the Contractor may be entitled to an equitable adjustment for those measures under the terms and conditions of this contract, the equitable adjustment shall be determined pursuant to the procedures of the changes clause of this contract; provided, that no adjustment shall be made under this Safety and Health clause for any change for which an equitable adjustment is expressly provided under any other clause of the contract.

(d) The Contractor shall immediately notify and promptly report to the Contracting Officer or a designee any accident, incident, or exposure resulting in fatality, lost-time occupational injury, occupational disease, contamination of property beyond any stated acceptable limits set forth in the contract Schedule; or property loss of $25,000 or more, or Close Call (a situation or occurrence with no injury, no damage or only minor damage (less than $1,000) but possesses the potential to cause any type mishap, or any injury, damage, or negative mission impact) that may be of immediate interest to NASA, arising out of work performed under this contract. The Contractor is not required to include in any report an expression of opinion as to the fault or negligence of any employee. In addition, service contractors (excluding construction contracts) shall provide quarterly reports specifying lost-time frequency rate, number of lost-time injuries, exposure, and accident/incident dollar losses as specified in the contract Schedule.

(e) The Contractor shall investigate all work-related incidents, accidents, and Close Calls, to the extent necessary to determine their causes and furnish the Contracting Officer a report, in such form as the Contracting Officer may require, of the investigative findings and proposed or completed corrective actions.

(f)(1) The Contracting Officer may notify the Contractor in writing of any noncompliance with this clause and specify corrective actions to be taken. When the Contracting Officer becomes aware of noncompliance that may pose a serious or imminent danger to safety and health of the public, astronauts and pilots, the NASA workforce (including contractor employees working on NASA contracts), or high value mission critical equipment or property, the Contracting Officer shall notify the Contractor orally, with written confirmation. The Contractor shall promptly take and report any necessary corrective action.

(2) If the Contractor fails or refuses to institute prompt corrective action in accordance with subparagraph (f)(1) of this clause, the Contracting Officer may invoke the stop-work order clause in this contract or any other remedy available to the Government in the event of such failure or refusal.

(g) The Contractor (or subcontractor or supplier) shall insert the substance of this clause, including this paragraph (g) and any applicable Schedule provisions and clauses, with appropriate changes of designations of the parties, in all solicitations and subcontracts of every tier, when one or more of the following conditions exist:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the Contractor (or subcontractor or supplier) determines that the assessed risk and consequences of a failure to properly manage and control the hazard(s) warrants use of the clause.

(h) The Contractor (or subcontractor or supplier) may exclude the provisions of paragraph (g) from its solicitation(s) and subcontract(s) of every tier when it determines that the clause is not necessary because the application of the OSHA and DOT (if applicable) regulations constitute adequate safety and occupational health protection. When a determination is made to exclude the provisions of paragraph (g) from a solicitation and subcontract, the Contractor must notify and provide the basis for the determination to the Contracting Officer. In subcontracts of every tier above the micro-purchase threshold for which paragraph (g) does not apply, the Contractor (or subcontractor or supplier) shall insert the substance of paragraphs (a), (b), (c), and (f) of this clause).

(i) Authorized Government representatives of the Contracting Officer shall have access to and the right to examine the sites or areas where work under this contract is being performed in order to determine the adequacy of the Contractor's safety and occupational health measures under this clause.

(j) The contractor shall continually update the safety and health plan when necessary. In particular**,** the Contractor shall furnish a list of all hazardous operations to be performed, and a list of other major or key operations required or planned in the performance of the contract, even though not deemed hazardous by the Contractor. NASA and the Contractor shall jointly decide which operations are to be considered hazardous, with NASA as the final authority. Before hazardous operations commence, the Contractor shall submit for NASA concurrence --

(1) Written hazardous operating procedures for all hazardous operations; and/or

(2) Qualification standards for personnel involved in hazardous operations.

(End of clause)

2.13 NFS 1852.223-75 MAJOR BREACH OF SAFETY OR SECURITY. (FEB 2002) -- ALTERNATE I (FEB 2006)

2.14 NFS 1852.225-70 EXPORT LICENSES. (FEB 2000)

The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be

performed on-site at Kennedy Space Center, where the foreign person will have access to export-controlled technical data or software.

(End of clause)

2.15 NFS 1852.228-75 MINIMUM INSURANCE COVERAGE. (OCT 1988)

2.16 NFS 1852.237-70 EMERGENCY EVACUATION PROCEDURES. (DEC 1988)

2.17 NFS 1852.237-72 ACCESS TO SENSITIVE INFORMATION (JUNE 2005)

2.18 NFS 1852.237-73 RELEASE OF SENSITIVE INFORMATION (JUNE 2005)

2.19 NFS 1852.242-72 OBSERVANCE OF LEGAL HOLIDAYS. (AUG 1992)

2.20 NFS 1852.245-71 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY. (DEVIATION) (SEP 2007)

(a) The Government property described in paragraph (c) of this clause shall be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the Contractor assumes the following additional responsibilities associated with property use:

REQUIREMENT	TITLE
NPR 4100.1 (Current Version)	NASA Materials Inventory Management Manual
NPR 4200.1 (Current Version)	NASA Equipment Management Manual
NPR 4200.2 (Current Version)	NASA Equipment Management Procedures and Guidelines for Property Custodians
NPR 4300.1 (Current Version)	NASA Personal Property Disposal Procedures and Guidelines

Table 2.23- 1

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

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

(b)(1) The official accountable recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply

and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

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

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

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

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

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

(c) The following property and services are provided, unless otherwise noted:

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

(2) Office furniture.

(3) Property listed in Appendix E, *Government-Furnished Property*, of the PWS.
(ii) If the Contractor acquires property, title to which vests in the Government

pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.
(iii) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(4) Supplies from stores stock: None.

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

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

(7) Installation service facilities.

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

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

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

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

(End of clause)

2.21 PERIOD OF PERFORMANCE (POP)

a. The base contract period of performance is from October 1, 2008 through September 30, 2009.

b. Included as part of the period of performance of this contract is a Phase-in Period, which is hereby authorized to begin no sooner than 30 days prior to the base period of performance start date of October 1, 2008.

c. Four optional 1-year periods of performance may be added to the base period at the discretion of the Government in accordance with clause 2.4, *Option to Extend the Term of the Contract*.

(End of clause)

2.22 PLACE OF PERFORMANCE

The place of performance shall be the John F. Kennedy Space Center (KSC) and surrounding vicinities, Cape Canaveral Air Force Station, additional locations described in Attachment 4.1-01, *Performance Work Statement (PWS)*, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

2.23 KSC 52.242-90 CONTROLS APPLICABLE TO CONTRACTOR'S ACTIVITIES (OCT 2007)

Definitions:

Kennedy Policy Directives (KNPDs)
NASA Headquarters Policy Directives (NPDs).
Kennedy NASA Procedural Requirements (KNPRs)
NASA Headquarters Procedural Requirements (NPRs).
Quality Assurance Guide (QA-UG)
Joint Documented Handbook (JHB)

The publications below, and subsequent revisions thereof, are incorporated herein by reference. These publications prescribe regulatory and procedural criteria which are applicable to this contract. The contractor shall promptly take corrective action upon notice of noncompliance from the Contracting Officer or his/her authorized representative(s) with any provision of the publications listed below.

QA-UG-0001	KSC Employee Safety & Health Pocket Guide **(See Note 1)**
JHB 2000	Consolidated Comprehensive Emergency Management Plan
KNPD 1440.1	KSC Records Management and Vital Records Programs
KNPD 1800.2	KSC Hazard Communication Program (In addition to the above, the Contractor shall coordinate submission of hazardous material safety data to the NASA/KSC Materials Safety Data Sheet Archive with the MSDS Program Administrator.)
KNPD 1810.1	KSC Occupational Medicine Program
KNPD 8500.1	KSC Environmental Management
KNPR 1600.1	KSC Security Procedural Requirements
KNPR 1820.3	KSC Hearing Loss Prevention Program
KNPR 1820.4	KSC Respiratory Protection Program
KNPR 1840.19	KSC Industrial Hygiene Programs **(See Note 2 and Note 3)**
KNPR 1870.1	KSC Sanitation Program
KNPR 4000.1	Supply and Equipment System Manual
KNPR 6000.1	Transportation Support System
KNPR 8500.1	KSC Environmental Requirements
KNPR 8715.3	KSC Safety Practices Procedural Requirements
KNPR 8830.1	Facilities and Real Property Procedural Requirements

KNPD 1600.3	Use of Alcoholic Beverages on Kennedy Space Center (KSC) Property

Table 2.26-1

Note 1: Emergency Medical Treatment
The contractor shall immediately call for assistance with personnel injury or illness for any incident requiring emergency medical treatment for contractor or subcontractor personnel, or invitees on KSC, or if any person on the job site is rendered unconscious. The contractor shall require the victim to sign an appropriate "refusal of treatment" form, if medical evaluation or treatment is offered and refused.

Emergency Response onsite at KSC or CCAFS
911 from a landline phone service
321-867-7911 from a cell phone

Note 2: Asbestos-Containing Building Materials

a. Asbestos-Containing Building Materials (ACBM) are known to be present in facilities assigned under the scope of this contract. The Government will provide information regarding the location and quantity of known ACBM in NASA/KSC facilities to the facility tenant organizations through the Environmental Health office.

b. Special requirements, coordination, and precautions will apply to any work taking place under contracts that involves disturbance of ACBM. Contractors whose contracts require work involving ACBM are required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1926.1101. The contractor shall coordinate any such work involving ACBM with Environmental Health, Fire Services, and any other resident Government or contractor organization whose employees may have access to the work location.

Note 3: Confined Spaces

Special requirements, coordination, and precautions will apply to any contract work taking place in confined spaces. Each contractor contracted to perform work in confined spaces is required to provide a written program for such work as part of its health and safety plan which is consistent with the requirements of 29 CFR 1910.146. For work in telecommunications manholes, provisions of 29 CFR 1910.268(o) are also applicable. The contractor shall coordinate any such work in confined spaces with Environmental Health, Fire Services, and any other resident Government or contractor organization whose employees may have access to the work location. The provision of Environmental Health services by the Government does not prohibit the contractor from providing their own atmospheric testing. The Government will provide information regarding the location of confined spaces to contractors whose employees may have access to the work location through the Environmental Health office. (NOTE: Contact Environmental Health for confined space description and hazard assessment. CS information may be provided as a fill-in or as a separate attachment. For questions regarding applicability of this clause contact the KSC Industrial Hygiene Officer, TA-C2).

(End of clause)

2.24 KSC 52.204-96 SECURITY CONTROLS FOR KSC AND CCAFS. (JAN 2007)

A. Identification of Employees:

1. Badging

(a) Kennedy Space Center (KSC) badging is mandatory for all contractor personnel who require access into KSC or Cape Canaveral Air Force Station (CCAFS). The contractor shall require each employee, and each subcontractor employee who require access to KSC or CCAFS to obtain identification badges, and special controlled area access badges, as necessary. Identification and badging of employees must be completed prior to issuance of a Notice to Proceed by the Contracting Officer, if applicable, or commencement of activities by un-badged employees.

(b) Prior to proceeding with performance, the contractor shall submit the following information to the Contracting Officer, who will certify it and pass the information on to the Badging Office:

i. Contract number and location of work site(s);

ii. Contract commencement and completion dates;

iii. Status as prime or subcontractor; and,

iv. Name of the contractor designated security/badging official. (Designated badging officials must receive a badging briefing, identifying badging requirements/restrictions, prior to being authorized as badging officials.)

(c) During performance of this contract, issued badges shall be worn by contractor employees and prominently displayed at all times while on KSC or CCAFS property, unless wearing the badge creates a safety hazard. Upon termination of an employee, or completion/termination of the contract, the contractor shall immediately deliver such employee's identification and access badge(s) to the Security Badging office, either at a Pass and Identification Station (PIDS) or in the Visitor Records Center, Room 1470, KSC Headquarters Building. NASA Identification badges remain the property of NASA and the Government reserves the right to invalidate/confiscate such badges at any time.

(d) To ensure timely and efficient issuance of identification and special access badges to contractor personnel, immediately after contract award but prior to notice to proceed or work on-site, the contractor shall designate in writing to the Contracting Officer a security/badging official for the contract/contractor. Concurrently, the designated security/badging official shall submit to the Contracting Officer a KSC Form 20-162 (Request for KSC Picture Badge) for each employee requiring access to KSC or CCAFS. This is the minimum paperwork required for each employee (and subcontractor employee) for issuance of identification badges only.

2. Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management and Budget (OMB) Guidance M-05-24 Compliance

(a) In compliance with Homeland Security Presidential Directive (HSPD) 12, Federal Information Processing Standards (FIPS) Publication 201, and Office of Management

and Budget (OMB) Guidance M-05-24, all persons who will have access to Government controlled facilities or access to a Federal information system for a period of in excess of 180 days must have a favorably completed National Agency Check with Written Inquiries (NACI). To accomplish this, the forms listed below need to be submitted to the Personnel Security Support Office, Room 1210M, KSC Headquarters Building. FIPS Pub 201 requires identification verification be accomplished by the applicant (person to be badged) providing two items of identification listed in Department of Homeland Security (DHS) Form I-9.

i. KSC Form 20 – 87, NASA PRP Investigation and Qualification Data Request;

ii. FD Form 258, Fingerprint Card,

iii. Standard Form 85, Questionnaire for Non-Sensitive Positions; and,

iv. Optional Form 306, Declaration for Federal Position Employment.

B. Badging Restrictions/Categories:

1. White Temporary Pass (WTP). Under current KSC security restrictions, an “Unescorted” White Temporary Pass (WTP) is required for unescorted entry through the KSC perimeter gates. (Permanent picture badges are no longer required.) The contractor’s designated security/badging official is authorized to request issuance of WTPs (or consent to retain existing WTPs) for those individuals that he/she can “vouch” for, based upon verification of U.S. citizenship and demonstrated work history. The contractor security/badging official is responsible for ensuring the integrity of this system, will be held accountable for issuance of a WTP to any unauthorized individual, and is responsible for the behavior of anyone for whom s/he authorizes a badge.

2. Pink Temporary Pass (PTP). Any individual for whom the designated security/badging official cannot “vouch” in accordance with the above criteria will be issued a “To Be Escorted” Pink Temporary Pass (PTP). All persons with PTPs, including vendors, must be signed in at the perimeter gate and escorted to and from the job site. The escort must maintain visual contact with their escortee(s) at all times and shall escort them off KSC property at the conclusion of their on-site work.

3. Green Temporary Pass (GTP). Persons who are not a United States citizen or are an employee of a foreign Government, company, or other foreign entity must be so identified by being issued a green temporary pass. Each such employee must obtain individual prior approval for entry from the KSC International Visits Coordinator (IVC) in the NASA Protective Services Office (TA-G).

4. Access to Controlled Areas within KSC:

(a) Certain areas within KSC have been designated as Controlled Areas. These are normally surrounded by fencing and have an entrance gate monitored by a security officer or a monitoring device. Access into such areas is classified as either “escorted” or “unescorted” access. For unescorted access into these areas, for each employee, the contractor must submit to the Contracting Officer’s Technical Representative (COTR), in addition to the NACI forms listed above in paragraph (a).2.i..a-d, a NASA Form 1730, Request for Unescorted Access/Personnel Reliability Program.

(b) The NASA Protective Services Office, or its designee, the Personnel Security Support Office (PSSO), will determine whether the person is eligible for unescorted access within 14 working days after the receipt of the properly completed forms and so inform the COTR. The COTR will notify the contractor of the NASA Protective Services Office's approval/disapproval. Access to controlled areas is granted when the requisite safety training has been successfully completed.

(c) All contractor employees utilized on the job site will not require unescorted access. However, it is the contractor's responsibility to designate and submit the required information on a sufficient number to provide escort service to those not cleared for unescorted access. The contractor escort will be required to meet the work crew at the security area gate at the beginning of the contractor's workday/shift and escort them as a group to the job site. The escort will keep the crews within site until they are escorted back to the area gate at the end of the workday. No authorized personnel will leave the immediate work area without an appropriately badged escort.

(d) The Government will provide, at no cost to the contractor, investigative services for a designated number of employees/workers escorts. If, through attrition or personnel turnover, the contractor requires additional employees to be investigated for unescorted access, the contract price shall be reduced by $100.00 per person in excess of the designated number. If, because of varying mobilization approaches, the contractor desires un escorted access for more than the stated quantity, the contractor may request additional clearances at a reduction in contract price of $100.00 per person.

(e) The prime contractor is responsible for providing escort services for any of his employees and/or any subcontractor employees who are not eligible for unescorted access. The Government will not provide escort service under this contract. The contractor shall be responsible for all delays and costs caused by its failure to provide for unescorted access. All requests for unescorted access by subcontractors will be submitted through the prime contractor to the COTR for processing by the NASA Protective Services Office, or its designee, the PSSO.

(f) One or more on-site training classes may be required for admittance to the work area and for inclusion on the Job Site Access List for Controlled-access Areas. The total training will not exceed four hours. Contractors may schedule any required training for their employees by contacting the COTR. The contractor shall maintain a record of employees receiving the training.

(g) Work under this contract may be performed in limited access areas. Investigations may be performed on the designated number of employees for whom interim unescorted access investigations will be performed at no cost to the contractor.

(End of clause)

2.25 KSC 52.242-93 CONTRACTOR WORKFORCE REPORT - ONSITE CONTRACTORS AND SUBCONTRACTORS. (OCT 2006)

The Contractor shall submit, on a quarterly basis, a manpower report delineating information about its workforce. The report shall include: the contract number, the contractor's total on-site

workforce, total on-site union represented employees by bargaining unit; total on-site non-union represented employees, and total off-site workforce performing on the contract. The Contractor shall provide this information no later than 10 days after the close of each reporting period which end March 31st, June 30th, September 30th, and December 31st. The report shall be submitted to the Contracting Officer with copies to Workforce Planning and Analysis Office, (Code BA-D) and Industrial Labor Relations Office (Code OP).
(End of clause)

2.26 EQUAL EMPLOYMENT OPPORTUNITY REPORTING

The contractor shall provide a copy of their annual Standard Form 100 (EEO-1) report filing to the Contracting Officer (Code OP-OS) within seven days of submission to the Office of Federal Contract Compliance Programs. The report shall be provided in electronic format.

(End of clause)

2.27 FAR 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES. (JUNE 2007)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
(b) The Government bears no responsibility for repair or replacement of any lost, damaged or destroyed Government property. If any or all of the Government property is lost, damaged or destroyed or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
(e) Government property provided under this clause:

(i) Appendix E of the Performance Work Statement
(ii) Office Furniture

(End of clause)

2.28 FAR 52.245-9 USE AND CHARGES. (JUNE 2007)

2.29 DELIVERABLES

The contractor shall provide the following deliverables:

Table 2.29-1

Title	Due	Send to	Format	Reference
Summary of Business in KSC Branch Post Office	Monthly	KMM and COTR	Hard copy (1) and electronic (1)	PWS 1.1.1 (k)
NASA Meter Log Sheet	Monthly, 10th calendar day of the month	KMM and COTR	Electronic (1)	PWS 1.4.6
Mail Meter Report	Quarterly	KMM and COTR	Hard copy (1) and electronic (1)	PWS 1.4.7
Continuity of Operations Plan (COOP)	60 calendar days after the start of the base contract period	CO and COTR	Hard copy (1) and electronic (1)	PWS 1.6.14
CAPS Report	Monthly	KMM and COTR	Hard copy (1) and electronic (1)	PWS 1.6.15
KSC Post Office Daily Transactions Report (PS Form 1412-A)	Daily	USPS Titusville Post Office	Electronic (1)	PWS 1.6.16
Quarterly Philatelic Report	Quarterly	KMM and COTR	Hard copy (1) and electronic (1)	PWS 1.6.17
Monthly Federal Express (FedEx) Dispatch Log	Monthly	KMM and COTR	Hard copy (1)	PWS 1.6.17
Quarterly Summary of 3rd Step Labor Grievances and Arbitration	Quarterly	Industry Relations Officer and COTR	Hard copy (1) and electronic (1)	2.1.2.7 (a)
Management and Control Plan for Treatment and Access to Sensitive Information	45 days after the start of the base contract period	CO and COTR	Electronic (1)	2.1.2.7 (b)
Monthly Listing of Current Employees and Training Status Regarding Treatment of Sensitive Information	Monthly	CO and COTR	Electronic (1)	2.1.2.7 (c)
Quality Control Plan	With the proposal	CO	See RFP Table 5.2.2-1	PWS 2.5

Title	Due	Send to	Format	Reference
Operations Plan	60 days after the start of the base contract period	CO	Hard copy (1) and electronic (1)	PWS 2.8.6
Strike Plan	45 days after the start of the base contract period	CO	Hard copy (1) and electronic (1)	PWS 2.8.7
Emergency Preparedness Plan	60 days after the start of the base contract period	CO	Hard copy (1) and electronic (1)	PWS 2.9 (a)
Safety and Health Plan	With the proposal	CO	See RFP Table 5.2.2-1	PWS 2.12.1
Property Control System	60 days after the start of the base contract period	CO	Hard copy (1)	PWS 3.7

Table 2.29-1

[END OF SECTION]

SECTION 3 - 52.212-5 ATTACHMENT

3.1 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS. (SEPT 2007)

(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:

☐ (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 (Sept 2007) (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)(i) 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 (Oct 1999) (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. 657 f).

☒ (15) 52.219-28, Post Award Small Business Program Re-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 (Aug 2007) (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).

☒ (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).

☒ (24)(i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

☐ (ii) Alternate I (Aug 2007) of 52.222-50.

☐ (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)).

☐ (26) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

(27)(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.

☐ (28) 52.225-5, Trade Agreements (Aug 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☐ (29) 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).

☐ (30) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Aug 2006) (42 U.S.C. 5150).

☐ (31) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Aug 2006) (42 U.S.C. 5150).

☐ (32) 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)).

☐ (33) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (34) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (35) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (36) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

☒ (37) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (38)(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:

☒ (1) 52.222-41, Service Contract Act of 1965, as Amended (July 2005) (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.*).

EMPLOYEE CLASS	MONETARY WAGE – FRINGE BENEFITS
Administrative Coordinator	As established in Attachment 4.1-03, *Wage Determination*
Distribution Clerk	As established in Attachment 4.1-03, *Wage Determination*
Document Control Clerk	As established in Attachment 4.1-03, *Wage Determination*
Messenger Driver	As established in Attachment 4.1-03, *Wage Determination*
Post Office Clerk	As established in Attachment 4.1-03, *Wage Determination*
Senior Distribution Clerk	As established in Attachment 4.1-03, *Wage Determination*
Senior Document Control Clerk	As established in Attachment 4.1-03, *Wage Determination*

Senior Post Office Clerk	As established in Attachment 4.1-03, *Wage Determination*
Supervisor/Lead	As established in Attachment 4.1-03, *Wage Determination*

☒ (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) 52.237-11, 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, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (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) 52.247-64, 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)

[END OF SECTION]

SECTION 4 - CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS

4.1 LIST OF ATTACHMENTS

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

ATTACHMENT	DESCRIPTION	CROSS REFERENCE PWS SECTION
4.1-01	Mail Distribution Services Contract (MDSC) Performance Work Statement (PWS)	N/A
4.1-02	Collective Bargaining Agreement	N/A
4.1-03	Wage Determination	N/A
4.1-04	Quality Control Plan (TBP by offeror with proposal)	2.5
4.1-05	Operations Plan (TBP by Contractor)	2.8.6
4.1-06	Emergency Preparedness Plan (TBP by Contractor)	2.9(a)
4.1-07	Phase-In Plan (TBP by offeror with proposal)	2.14
4.1-08	Safety and Health Plan (TBP by offeror with proposal)	2.12.1
4.1-09	Strike Plan (TBP by Contractor)	2.8.8
4.1-10	Management and Control Plan for Treatment and Access to Sensitive Information (TBP by Contractor)	2.1.2.7 (b)

* TBP: to be provided **Table 4.1-1**

(End of Clause)

[END OF SECTION]

SECTION 5 - ADDENDUM TO 52.212-1, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

5.1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (SEP 2006)

a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) “Remit to” address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(l) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during pre-award testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and

was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government

reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (http://assist.daps.dla.mil).

(ii) Quick Search (http://assist.daps.dla.mil/quicksearch/)

(iii) ASSISTdocs.com (http://assistdocs.com).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard (http://assist.daps.dla.mil/wizard);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Non-Government (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number*. (Applies to offers exceeding $3,000, and offers of $3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at http://www.dnb.com. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number.

(k) *Central Contractor Registration.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

(l) *Debriefing*. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

5.2 PROPOSAL INSTRUCTIONS

5.2.1 PROPOSAL PREPARATION

Proposals shall be submitted in four volumes within the established page limitations as detailed in clause 5.2.2, *Proposal Page Limitations*. Volumes shall be separately bound in appropriately sized 3-ring binders that permit the volume to lie flat when open. Staples shall not be used. A cover sheet shall be included on each binder, clearly marked with date of offer, volume number, title, copy number, RFP identification and the offeror's name. The same identifying data shall be placed on the spine of each binder. Information shall not be incorporated by reference. A table of contents shall be provided with each volume for ready reference to sections, tables, and figures. All pages in each volume shall be numbered sequentially. Offerors shall tab each subsection within each volume for ease of reference.

(End of provision)

5.2.2 NFS 1852.215-81 PROPOSAL PAGE LIMITATIONS (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Table 5.2.2-1

Due Date	Volume	Proposal Part Required	Page Limit	Required No. Paper Copies (including Original)	Required CD Copies
3/12/08	**I**	**Technical Capability**	35 (combined total)	4	2
		Staffing Plan	5		
		Incumbent Capture Plan	5		
		Management Proposal	20		
		Phase-In plan	5		
		Safety and Health Plan	None		
		Quality Control Plan	None		
3/12/08	**II**	**Price**	None	4	2
3/12/08	**III**	**Past Performance**	15	3	2

Table 5.2.2-1

Due Date	Volume	Proposal Part Required	Page Limit	Required No. Paper Copies (including Original)	Required CD Copies*
3/12/08	**IV**	**Model Contract**			
		Signed SF-1449 Representations and Certifications	None	3	2

(b) A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8

1/2" x 11" size may also be used. This size does not apply to any of the Attachments in 5.3.2.1.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Price section of your proposal is not page limited. However, this section is to be strictly limited to price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.

(End of provision)

5.2.3 OTHER PROPOSAL PAGE INSTRUCTIONS

Title pages, table of contents, cross-reference matrices, glossaries, acronym lists, page tabs, and section dividers that do not contain information that can be construed as proposal information will not be counted as part of the page limitations. However, any introduction or narrative (e.g., opening letter or executive summary) will be counted against that section’s page limitation. Tables, charts, graphs, plans, figures, diagrams and schematics shall be used whenever practicable to depict organizations, systems, layout, and implementation schedules. These displays shall contain font sizes no smaller than 10 point, be uncomplicated, legible, and appropriate for the subject matter.

(End of provision)

5.2.4 DELIVERY INSTRUCTIONS FOR BIDS/PROPOSALS

(a) Delivery Address: All offers (bids or proposals) shall be delivered to the Central Industry

Assistance Office (CIAO), 7110 N. Courtenay Parkway, Merritt Island, Florida 32953 on or before the date and time set for receipt of proposals or bids. The CIAO is located on State Road 3, approximately 2 miles south of Gate 2 to KSC. Access to KSC is not required. In addition, proposal package labels (applicable to mailed and hand-delivered proposals) shall contain the solicitation number, the name and address of the offeror, the words "TO BE OPENED BY THE CONTRACTING OFFICER ONLY" and be made to the attention of Contracting Officer, Lourdes Brown, Mail Code: OP-OS.

(b) Hand-Delivered Offers: Offerors are responsible for assuring that hand-carried bids are either received by NASA Government employees at the CIAO or dropped in the CIAO mail box located outside of the building.

(c) Late Delivery of Offers/Bids: Late offers/bids will be processed in accordance with FAR 52.212-1, "INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (SEP 2006)," included in this solicitation.

(End of provision)

5.3 PROPOSAL CONTENT

Offerors are requested to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct a fair and uniform evaluation of proposals in accordance with the evaluation factors and sub-factors provided in provision 5.2, *Proposal Instructions*. The items listed are not, however, all-inclusive, and offerors should therefore include in their proposals any further discussion that they believe to be necessary or useful in demonstrating their ability to understand and perform the work under the contemplated contract.

Proposals shall be specific, detailed, and comprehensive enough to clearly and fully demonstrate your understanding of the requirements and the inherent risks associated with the objectives of this procurement. Proposals will be evaluated on the completeness and quality of the information provided to demonstrate the offeror's qualifications in terms of experience, capability, and proposed approaches to meet all of the requirements of the PWS. It will be the responsibility of each offeror to demonstrate not only the overall quality of their proposed methodologies to perform all of the required tasks, but also how their experience matches the PWS's performance requirements.

In the event that other organizations are proposed as being involved in conducting this work, their relationships during the effort shall be explained and their proposed contributions to the work shall be identified and integrated into each part of the proposal, as appropriate.

(End of provision)

5.3.1 VOLUME I – TECHNICAL CAPABILITY

The Technical Capability shall be submitted in one volume and shall be divided into the following major sections:

A. Staffing Plan

B. Incumbent Capture Plan

C. Management Proposal

D. Phase-in Plan

E. Safety and Health Plan

F. Quality Control Plan

A. STAFFING PLAN

The offeror shall propose a staffing plan to accomplish the work described in Attachment 4.1-01, *Mail Distribution Services Performance Work Statement*. The staffing plan shall include the proposed skill mix and proposed hours. For those site management and project management positions in your staffing plan that will be filled by a specific person you have identified and who has committed to work on the proposed contract, that person should be identified and a resume included as an attachment to Volume I. (Resumes shall be limited to one page and will not be counted as part of the Staffing Plan page limitation.)

B. INCUMBENT CAPTURE PLAN

The offeror shall indicate the planned incumbent capture rate (if any) as a percentage of the total workforce, the basis of this rate and the methods proposed to recruit and hire incumbents. The offeror shall also describe the plan to recruit the remainder of the required workforce, and identify, as a percentage of the total workforce, the degree to which initial staffing will be obtained from (including both offeror and subcontractors) outside recruitment (other than incumbent workforce), and internal labor resource (corporate or company wide other than incumbent workforce).

C. MANAGEMENT PROPOSAL

(i) The offeror shall describe the proposed management approach, strategies, policies, and procedures to provide flexible, effective, and efficient implementation of the customer requirements in Attachment 4.1-01, *Mail Distribution Services Performance Work Statement*; integrate and report cost, technical and schedule performance; and communicate with internal and external customers. The offeror shall propose a process for (a) providing mail delivery services and (b) for recruiting and selecting replacement and/or additional personnel necessary to maintain or accommodate short-term and long-term increases and decreases in the level of support that might arise. This discussion shall include the approach to accommodating workload adjustments through the cross-utilization of personnel, use of existing corporate resources, and other plans which demonstrate the flexibility to respond to fluctuating requirements.

(ii) The offeror shall describe the proposed approach to labor relations and the offeror’s experience in dealing with employee unions and labor relations.

(iii) The offeror shall describe how the offeror will comply with the economic terms of the existing collective bargaining agreement that is referenced in Attachment 4.1-03. The offeror

shall discuss in detail the offeror's plan to negotiate a new collective bargaining agreement and how the offeror will maintain reasonable terms and conditions for the workforce.

(iv) The offeror shall provide charts depicting the proposed organizational structure, including any associations with corporate or division organizations and subcontractors and describe how the organizational structure provides clear internal and external lines of authority. The offeror shall also describe the degree of local autonomy granted to the MDSC program manager(s), any relationship to a parent organization, and any decisions or approvals that will be made outside the local organization. Descriptions of local autonomy shall also include as a minimum, identification of the organizational and geographical placement of authority to: Negotiate contract modifications; release completed work and vouchers to the Government; reassign work in response to varying workloads; hire, dismiss, promote, and demote personnel; select, administer, and terminate subcontracts; and provide training.

D. PHASE-IN PLAN

The offeror shall describe the overall strategy and approach and time period proposed for ensuring a smooth and seamless transition of personnel for effective and efficient operations and without any disruption in services. The offeror's phase-in plan shall include a phase-in schedule with the time required for badging requirements and background checks, as indicated in FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*; the method by which current technical directives will be transitioned to the new contract with minimal impact, and any other issues deemed critical to a successful transition from the current contract to this follow-on effort.

E. NFS 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004)

a) The offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the Government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately

addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

F. QUALITY CONTROL PLAN

The plan shall include, at a minimum, the following:

(i) Inspection System. The offeror shall describe the proposed inspection system, including the frequency of inspections, the titles of the individuals who shall do the inspection, and their organizational placement.

(ii) Deficiency Prevention. The offeror shall describe the methods used for (a) identifying and preventing defects in quality of products and services performed before the level becomes unacceptable, and (b) intercepting inferior products and services before they are submitted to the Government.

(iii) Inspection Files. The contractor shall describe the methods used for documenting (a) all inspections conducted, and (b) the necessary corrective and preventive actions taken.

(iv) Complaints. The contractor shall describe the methods used for documenting all customer complaints, and for reporting complaints to the COTR. The contractor shall describe how the recurrence of any complaints will be precluded.

5.3.2 VOLUME II – PRICE

5.3.2.1 INSTRUCTIONS FOR PREPARATION OF THE PRICE PROPOSAL

(a) General Price Proposal Information

(1) Certified cost and pricing data is not required; however, other than cost and pricing data is required. To ensure that the Government is able to perform a fair assessment of the proposed price, each offeror is required to submit a price proposal that is suitable for evaluation. A price volume that is suitable for evaluation shall:

(i) Account for all resources necessary to complete requirements of this contract.

(ii) Be traceable to the technical/management proposal(s).

(iii) Explain in detail all pricing and estimating techniques.

(iv) Disclose the basis of all projections, rates, ratios, percentages, and factors in sufficient detail to facilitate the evaluating panel’s understanding and ability to mathematically verify these estimating tools.

(v) Comply with (a) applicable FAR, NFS, wage determinations and governing statutory requirements; and (b) the current collective bargaining agreement.

(vi) Include a narrative portion that explains all judgmental elements of price projections.

(2) The price proposal shall be submitted in one volume labeled Volume II- Price. Scanned spreadsheets are not considered electronic format. The spreadsheets included in the CDs shall be in Microsoft Excel format.

(b) Offerors shall complete Table 1.2-1 and include it in Volume II, *Price*, as well as part of the Model Contract Volume.

(c) Offerors shall complete Appendix 5.3.2.1, *Price Breakdown*, and include it in Volume II, *Price*. Appendix 5.3.2.1 consists of the following spreadsheets/workbooks:

- 5.3.2.1-01 MDSC Labor Pricing
- 5.3.2.1-02 MDSC PWS Price
- 5.3.2.1-03 MDSC DOL/CBA Pricing

(d) Offerors shall provide the same level of pricing information and spreadsheets for all proposed subcontractors, if any.

(End of provision)

5.3.3 VOLUME III – PAST PERFORMANCE

The Government will contact organizations for which an offeror and subcontractors have previously performed work that is relative to this requirement in order to obtain performance appraisals.

(a) The information requested below is required of the offeror and subcontractors for the past performance evaluation, however, offerors may submit additional information at their discretion if they consider such information necessary to establish a record of relevant performance. Refer to FAR 15.305(a)(2)(iii).

(1) A list of the three most relevant active or ended contracts, in the last five years, by name, contract number, brief description, type, and total original, and present or final contract value. References with Government contracts are preferred, but not required.

(2) Customer’s name, address and telephone number of both the lead contractual and technical personnel. (Please verify that the telephone numbers provided are current and correct.)

(3) Date of contract, place(s) of performance and delivery dates or periods of performance.

(4) Relationship of this work to the work that will be performed under this contract; i.e., how is it specifically comparable. There should be discernable links between this discussion and the PWS to be performed.

(5) Magnitude of work directly accomplished by the company on the relevant contract in relation to the total effort.

(6) Method of acquisition: Competitive or noncompetitive

(7) Nature of award: Initial or follow-on

(8) Any major problems and how they were overcome. List any major deviations or waivers to requirements that were granted by the customer.

(9) Whether delivery was on time and, if not, why; adherence to program schedules; incentive performance (e.g. schedule and technical) history, if applicable.

(10) Average number of personnel on the contract per year.

(11) List any Government contracts terminated (partial or complete) within the past three years and basis for terminations (convenience or default). Include the contract number, name, address, and telephone number of the terminating officer. Include contracts that were "de-scoped" by the customer because of performance or cost problems.

(b) Complete Appendix 5.3.3-1, *Present/Past Performance Questionnaire*, to identify up to three contracts (completed and ongoing) that the offeror or subcontractor has had within the past five years that best shows your ability to perform the requirements of the contemplated contract. The offeror shall instruct each of its references to return the questionnaire directly to the Contracting Officer in a sealed envelope, by fax, or e-mail as identified below:

Lourdes Brown
HQ Bld. Room 2443C
Mail Code: OP-OS
Kennedy Space Center, FL 32899
Fax: 321-867-1188
Email: lourdes.brown-1@nasa.gov

The offeror shall include in its written proposal, a list of those to whom the questionnaire was sent including name of individual; current and verified phone number; organization; and contract number. The questionnaire shall be returned to the Contracting Officer no later than the time and date indicated in block 8 of this solicitation's cover page (SF 1449). It is the offeror's responsibility to ensure that its references deliver the questionnaires to NASA by the required time and date.

(c) The Government may obtain additional information for use in the evaluation of past performance from any source, including sources outside of the Government. The Government may obtain whatever information it deems most relevant to the required effort by telephonic and/or written inquiry. Although the Government has the ability to seek information from any source, this does not place any duty upon the Government to locate past performance information. The burden of providing all such information is always upon the offeror in question.

(1) The ability of the Government to seek past performance information from any source is not limited by any restrictions upon offerors in the solicitation regarding the

number or nature of contracts to be submitted for review. For example, if the solicitation limits each offeror to submitting three relevant contracts performed during the past five years, the Government may nevertheless independently locate and evaluate five contracts performed by the offeror in the past six years.

(2) The Government will seek to engage in an even-handed and fair evaluation process; however, the Government has absolutely no obligation to engage in "equal" comparisons of past performance of all offerors. For example, if the Government receives information from outside sources regarding the past performance of two additional contracts of an offeror, the Government is not then obligated to search for the past performance of two additional contracts for every other offeror.

(3) In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably in past performance.

(End of provision)

5.3.4 VOLUME IX – MODEL CONTRACT

The purpose of this volume is to provide information to the Government for preparing the contract document, Model contract, and supporting file. This volume will be reviewed for completeness and accuracy but not evaluated and scored. All clauses requiring additional data from the offeror shall be completed in this volume. Any discrepancies between fill-ins and the model contract will default to the information provided in the Model Contract Volume. The SF-1449 must be signed by an authorized person, and all amendments must be acknowledged, for the proposal to be considered for award.

A properly submitted Model Contract Volume shall consist of the following:

(a) Three original signed copies of completed SF-1449, *Solicitation/Contract/Order for Commercial Item*, with all solicitation sections, signed by an authorized representative of the offeror. Offerors shall complete blocks 30a thru 30c of the SF-1449 and shall provide for a minimum offer acceptance period of 120 calendar days.

(b) Three copies of page 1 of all amendments issued, with an original signature of an authorized representative of the offeror. Offerors must acknowledge receipt of all solicitation amendments. (The original signature requirement only applies if amendment receipts are not acknowledged on the signed SF-1449 submitted.)

(c) Completion of representations and certifications on-line at the Online Representations and Certifications Application (ORCA) website as required by FAR Provision 52.204-8, *Annual Representations and Certifications*, incorporated by full text in this solicitation. A completed copy of the representations and certifications must be provided in the Model Contract Volume.

(d) Registration in the Central Contractor Registration (CCR) Database per FAR 4.1102(a).

(End of provision)

5.4 FAR 52.212-2 EVALUATION - COMMERCIAL ITEMS. (JAN 1999)

(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, in descending order of importance:

(1) Price

(2) Technical Capability

(3) Past Performance

Technical Capability is significantly more important than Past Performance. Technical Capability and Past Performance, when combined, are significantly less important than price.

Within Technical Capability, the following sub-factors shall be used to evaluate offers (listed in descending order of importance):

A. Management Proposal

B. Incumbent Capture Plan

C. Staffing Plan

D. Quality Control Plan

E. Phase-in Plan

F. Safety and Health Plan

There are no sub-factors under Price and Past Performance.

(i) Award will be made utilizing the lowest price technically acceptable offer techniques described in FAR part 15.101-2, on the basis of the lowest evaluated price of proposal meeting or exceeding the requirements set forth in Attachment 4.1-01, *Performance Work Statement*.

(ii) Offerors are advised that the Government will determine the most advantageous price for requirements by multiplying the offeror's unit price per month times the quantities specified for each respective year. This sum will be added for each contract year, including options, to determine the overall price.

(iii) Past performance will be evaluated on an acceptable/unacceptable basis. By past performance, the Government means the offeror's record of conforming to past or current contracts' terms and conditions; the offeror's adherence to contract schedules, including the administrative aspects of performance; and the offeror's record of reasonable and cooperative behavior. Evaluation of past performance will be a subjective assessment on a acceptable/unacceptable basis, based on the information submitted by the offeror and/or gathered by the Government though other sources. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to compliance with contract terms and conditions. Offerors who have submitted a technically acceptable offer will be given an opportunity to address any

unfavorable reports of past performance. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance.

(End of provision)

5.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

(End of provision)

5.6 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Lourdes Brown
HQ Bld. Room 2443C
Mail Code: OP-OS
Kennedy Space Center, FL 32899
Fax: 321-867-1188
Email: lourdes.brown-1@nasa.gov

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

(b) Questions or comments should be submitted no later than to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

SECTION 6 - REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS

6.1 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (SEPT 2007)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) *Definitions*. As used in this provision—

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2162+0++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%287701%29%29%3ACITE%20%20%20%20%20%20%20%20%20U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 http://uscode.house.gov/uscode-cgi/fastweb.exe?getdoc+uscview+t29t32+2162+0++%2831%29%20%20AND%20%28%2831%29%20ADJ%20USC%29%3ACITE%20AND%20%28USC%20w%2F10%20%287701%29%29%3ACITE%20%20%20%20%20%20%20%20%20U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:

o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

o Offeror is an agency or instrumentality of a foreign Government;

o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

o Sole proprietorship;

o Partnership;

o Corporate entity (not tax-exempt);

o Corporate entity (tax-exempt);

o Government entity (Federal, State, or local);

o Foreign Government;

o International organization per 26 CFR 1.6049-4;

o Other _____.

(5) *Common parent*.

o Offeror is not owned or controlled by a common parent;

o Name and TIN of common parent:

Name _____.

TIN _____.

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it o is, o is not a small business concern.

(2) *Veteran-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents as part of its offer that it o is, o is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is, o is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern*). [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [*Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation*.]

(i) [*Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).*] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [*Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).*] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(*Check one of the following*):

Number of Employees	**Average Annual Gross Revenues**
__ 50 or fewer	__ $1 million or less
__ 51–100	__ $1,000,001–$2 million
__ 101–250	__ $2,000,001–$3.5 million
__ 251–500	__ $3,500,001–$5 million
__ 501–750	__ $5,000,001–$10 million
__ 751–1,000	__ $10,000,001–$17 million
__ Over 1,000	__ Over $17 million

(9) [*Complete only if the solicitation contains the clause at FAR* 52.219-23*, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR* 52.219-25*, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status*.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:* _____.]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision*.] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture*: _____.] Each HUBZone small business concern

participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (*31 U.S.C. 1352*)*. (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____

_____ _____

[*List as necessary*]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian or Moroccan end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

Line Item No. **Country of Origin**

_____ _____

_____ _____

_____ _____

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No. **Country of Origin**

_____ _____

_____ _____

_____ _____

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

_____

_____

_____

[*List as necessary*]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	**Country of Origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	**Country of Origin**

_____ _____

_____ _____

_____ _____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689*). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) o Have, o have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local Government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) o Are, o are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at* 22.1503*(b)*.]

(1) *Listed end products*.

Listed End Product	**Listed Countries of Origin**
_____	_____
_____	_____

(2) *Certification*. [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block*.]

[ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) o In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

(k)(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.*]

Note: Upon completing the annual representations on line as required above all offeror shall

submit one completed hard copy with their signed offer as part of Volume IX, *Model Contract.*

(End of provision)

6.2 NFS 1852.245-79 USE OF GOVERNMENT-OWNED PROPERTY (JUL 1997)

(a) The offeror ☐ does, ☐ does not intend to use in performance of any contract awarded as a result of this solicitation existing Government-owned facilities (real property or plant equipment), special test equipment, or special tooling (including any property offered by this solicitation). The offeror shall identify any offered property not intended to be used. If the offeror does intend to use any of the above items, the offeror must furnish the following information required by Federal Acquisition Regulation (FAR) 45.205(b), and NASA FAR Supplement (NFS) 1845.102-71:

(1) Identification and quantity of each item. Include the item's acquisition cost if it is not property offered by this solicitation.

(2) For property not offered by this solicitation, identification of the Government contract under which the property is accountable and written permission for its use from the cognizant Contracting Officer.

(3) Amount of rent, calculated in accordance with FAR 45.403 and the clause at FAR 52.245-9, Use and Charges, unless the property has been offered on a rent-free basis by this solicitation.

(4) The dates during which the property will be available for use, and if it is to be used in more than one contract, the amounts of respective uses in sufficient detail to support proration of the rent. This information is not required for property offered by this solicitation.

(b) The offeror ☐ does, ☐ does not request additional Government-provided property for use in performing any contract awarded as a result of this solicitation. If the offeror requests additional Government-provided property, the offeror must furnish -

(1) Identification of the property, quantity, and estimated acquisition cost of each item; and

(2) The offeror's written statement of its inability to obtain facilities as prescribed by FAR 45.302-1(a)(4).

(c) If the offeror intends to use any Government property (paragraph (a) or (b) of this provision), the offer must also furnish the following:

(1) The date of the last Government review of the offeror's property control and accounting system, actions taken to correct any deficiencies found, and the name and telephone number of the cognizant property administrator.

(2) A statement that the offeror has reviewed, understands, and can comply with all property management and accounting procedures in the solicitation, FAR Subpart 45.5, and NFS Subparts 1845.5 and 1845.71.

A statement indicating whether or not the costs associated with paragraph (c)(2) of this provision, including plant clearance and/or plant re-conversion costs, are included in its cost proposal.

(End of Provision)

[END OF SECTION]