

## SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

### B.1 HYBRID CONTRACT TYPE

The Contract Line Item Numbers (CLINs) and SubCLINs of this contract contain a hybrid contract type including: Firm-Fixed-Price (FFP), Fixed-Price-Incentive (Firm Target) (FPIF), Cost Reimbursement (CR), Cost-Plus-Award-Fee (Completion) (CPAF-C).

### B.2 PRICE/COST SCHEDULE

CLIN/SUBCLIN	DESCRIPTION OF SUPPLIES/SERVICES	COST/PRICE	FEE	TOTAL
1000	Transition In – FFP			
<b>Base Period of Performance</b>				
1100	Integrated Operations and Science Support - CPAF-C (See Note A)			
1101	Technical Management and Administration			
1102	Science Support			
1103	Information Technology and Communications			
1104	Infrastructure, Operations, and Professional Services			
1105	Transportation and Logistics			
1200	Award Fee for Item 1100			
1300	Data for Items 1000 and 1100 (Not Separately Priced (NSP))			
1400	Construction/Special Projects – FPIF (Offerors are to propose target, over/under range and share ratio. Ceiling price of the item is \$90,000,000)			
1500	Leases & Charters – CR			
1600	Other Direct Costs & Materials (Includes material handling/freight) - CR			
1700	Travel -CR			
<b>OPTION Period One (1)</b>				
2000	Integrated Operations and Science Support - CPAF-C (See Note A)			
2001	Technical Management and Administration			
2002	Science Support			

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2003	Information Technology and Communications			
2004	Infrastructure, Operations, and Professional Services			
2005	Transportation and Logistics			
2100	Award Fee for Item 2000			
2200	Data for Item 2000 (NSP)			
2300	Construction/Special Projects – FPIF (Offerors are to propose target, over/under range and share ratio. Ceiling price of the item is \$20,000,000)			
2400	Leases & Charters – CR			
2500	Other Direct Costs & Materials (Includes material handling/freight) - CR			
2600	Travel - CR			
<b>OPTION Period Two (2)</b>				
3000	Integrated Operations and Science Support - CPAF-C (See Note A)			
3001	Technical Management and Administration			
3002	Science Support			
3003	Information Technology and Communications			
3004	Infrastructure, Operations, and Professional Services			
3005	Transportation and Logistics			
3100	Award Fee for Item 3000			
3200	Data for Item 3000 (NSP)			
3300	Construction/Special Projects – FPIF; (Offerors are to propose target, over/under range and share ratio. Ceiling price of the item is \$20,000,000)			
3400	Leases & Charters – CR			
3500	Other Direct Costs & Materials (Includes material handling/freight) - CR			
3600	Travel - CR			
<b>OPTION Period Three (3)</b>				
4000	Integrated Operations and Science Support - CPAF-C (See Note A)			
4001	Technical Management and Administration			
4002	Science Support			
4003	Information Technology and			

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	Communications			
4004	Infrastructure, Operations, and Professional Services			
4005	Transportation and Logistics			
4100	Award Fee for Item 4000			
4200	Data for Item 4000 (NSP)			
4300	Construction/Special Projects – FPIF (Offerors are to propose target, over/under range and share ratio. Ceiling price of the item is \$20,000,000)			
4400	Leases & Charters – CR			
4500	Other Direct Costs & Materials (Includes material handling/freight) - CR			
4600	Travel -CR			
<b>OPTION Period Four (4)</b>				
5000	Integrated Operations and Science Support - CPAF-C (See Note A)			
5001	Technical Management and Administration			
5002	Science Support			
5003	Information Technology and Communications			
5004	Infrastructure, Operations, and Professional Services			
5005	Transportation and Logistics			
5100	Award Fee for Item 5000			
5200	Data for Item 5000 (NSP)			
5300	Construction/Special Projects – FPIF (Offerors are to propose target, over/under range and share ratio. Ceiling price of the item is \$20,000,000)			
5400	Leases & Charters – CR			
5500	Other Direct Costs & Materials (Includes material handling/freight) - CR			
5600	Travel -CR			
6000	Transition-out – CR			
			<b>TOTAL ESTIMATED COST</b>	<b>\$</b>

Note A – Offerors may propose areas for consideration for a Firm-Fixed-Price contract type for SubCLINs under this line item.

**B.3 FIRM-FIXED-PRICE (CLIN 1000)**

The total firm-fixed-price of this contract is \$ \_\_\_\_\*\_\_\_\_\_.

**B.4 FIXED-PRICE-INCENTIVE (FIRM TARGET) (CLINs 1400, 2300, 3300, 4300, 5300)**

- a) The target cost of CLIN 1400 of this contract is \$\_\_\*\_\_. The target profit of this line item is \$\_\_\*\_\_. The target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$90,000,000.]
- b) The target cost of CLIN 2300 of this contract is \$\_\_\*\_\_. The Target profit of this line item is \$\_\_\*\_\_. The target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$20,000,000.]
- c) The target cost of CLIN 3300 of this contract is \$\_\_\*\_\_. The Target profit of this line item is \$\_\_\*\_\_. The target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$20,000,000.]
- d) The target cost of CLIN 4300 of this contract is \$\_\_\*\_\_. The Target profit of this line item is \$\_\_\*\_\_. The target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$20,000,000.]
- e) The target cost of CLIN 5300 of this contract is \$\_\_\*\_\_. The Target profit of this line item is \$\_\_\*\_\_. The target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$20,000,000.]
- f) The total target cost for all FPIF CLINs of this contract is \$\_\_\*\_\_; total target profit of this contract is \$\_\_\*\_\_; and total target price (target cost plus target profit) of this contract is \$\_\_\*\_\_. [The ceiling price is \$170,000,000.]

**B.5 COST-PLUS-AWARD-FEE (CLINs 1100, 2000, 3000, 4000, 5000)**

The CPAF-C CLINs associated with this contract have an estimated cost of \$\_\_\*\_\_. The base fee is \$0 and the maximum available award fee is \$\_\_\*\*. Total estimated cost and maximum award fee are \$\_\_\*\_\_ for the CPAF-C CLINs.

**B.6 COST REIMBURSABLE (CLINs 1500, 1600, 1700, 2400, 2500, 2600, 3400, 3500, 3600, 4400, 4500, 4600, 5400, 5500, 5600, 6000)**

The CR CLINs associated with this contract have an estimated cost of \$\_\_\*\_\_.

\*To be proposed by offeror.

\*\*To be provided by the Government.

**B.7 AWARD FEE**

- a) The contractor may earn an award fee for performance under certain CLINs of this contract. The Government's purpose in granting an award fee is to encourage and reward superior contracting effort directed toward performance of the contract. The specifics for evaluation are set forth in paragraphs that follow.

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b) Award Fee Determination

(1) Key Government personnel will evaluate and assess the contractor's performance for the six-month period ending September 30, 2010 and annually thereafter in accordance with the terms of the Award Fee Plan, Section J - Attachment (1). The contractor may earn an award fee for superior performance in accordance with the following:

Award Fee Score	Award Fee Amount
0 - 80	0%
81 - 85	25%
86 - 90	40%
91 - 95	80%
96 -100	100%

(2) The Government reserves the right to adjust the evaluation schedule by unilateral contract modification, issued prior to the start of the affected award fee evaluation period(s).

(3) Determinations of the Government with respect to the amount of the award fee to be paid to the contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

c) Award Fee Pool

(1) The Government-provided award fee pool amounts are as follows:

Award Fee Period 1 – 1 Apr 2010 – 30 Sep 2010	\$ <u>  TBD  </u>
Award Fee Period 2 – 1 Oct 2010 – 30 Sep 2011	\$ <u>  TBD  </u>
Award Fee Period 3 – 1 Oct 2011 – 30 Sep 2012	\$ <u>  TBD  </u>
Award Fee Period 4 – 1 Oct 2012 – 30 Sep 2013	\$ <u>  TBD  </u>
Award Fee Period 5 – 1 Oct 2013 – 30 Sep 2014	\$ <u>  TBD  </u>
Award Fee Period 6 – 1 Oct 2014 – 30 Sep 2015	\$ <u>  TBD  </u>
Award Fee Period 7 – 1 Oct 2015 – 30 Sep 2016	\$ <u>  TBD  </u>
Award Fee Period 8 – 1 Oct 2016 – 30 Sep 2017	\$ <u>  TBD  </u>
Award Fee Period 9 – 1 Oct 2017 – 30 Sep 2018	\$ <u>  TBD  </u>
Award Fee Period 10 – 1 Oct 2018 – 30 Sep 2019	\$ <u>  TBD  </u>
Award Fee Period 11 – 1 Oct 2019 – 30 Sep 2020	\$ <u>  TBD  </u>
Award Fee Period 12 – 1 Oct 2020 – 30 Sep 2021	\$ <u>  TBD  </u>
Award Fee Period 13 – 1 Oct 2021 – 30 Sep 2022	\$ <u>  TBD  </u>
Maximum Award Fee	\$ <u>  TBD  </u>

(2) Unearned award fee may rollover. Such rollover will be at the sole discretion of the Government.

d) Allowability Of Subcontractor Award Fee

(1) If the contractor is part of a consortium, joint venture, and/or other teaming arrangement, the entire team shall share in this contract award fee structure and

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separate additional fee for teaming partners shall not be considered an allowable cost under the contract.

(2) If a subcontractor at any tier level or supplier is a wholly-owned, majority-owned, or affiliate of any team member, any award fee earned by such entity shall not be considered an allowable cost under the contract unless otherwise approved by the Contracting Officer.

### e) Award Fee Available Upon Termination For Convenience Of The Government

In the event that this contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with the evaluation period activities or events as determined by the Contracting Officer.

### f) Payment of Award Fee

The contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant NSF Payment Office (see Section G), together with a copy of the unilateral modification to the contract authorizing payment of award fee for the applicable award fee evaluation period. The contractor's invoice shall show the amount of award fee payable by CLIN. The contractor's invoice must cite the appropriate accounting data in order for payment to be effected. There will be no provisional, interim or advance billing of award fee prior to a final determination of award fee earned and execution by the Contracting Officer of a contract modification authorizing payment.

## **B.8 INCREMENTAL FUNDING**

This contract shall be subject to incremental funding with \$ \_\_\_ TBD \_\_\_ presently available for performance under this contract. It is estimated that funds presently available are sufficient to permit the contractor's performance through \_\_\_ TBD \_\_\_. In accordance with the Limitation of Funds clause in Section I of this contract, no legal liability on the part of the Government for payment of money in excess of \$ \_\_\_ TBD \_\_\_ shall arise unless and until additional funds are made available by the Contracting Officer through a modification to this contract.

## **B.9 FUNDS LIMITATION**

Funds provided for special projects may not be reprogrammed to support contract activities other than those identified in the contract or by contract modification. The Contracting Officer will designate any "special projects" when providing the subject funding.

## SECTION C – STATEMENT OF OBJECTIVES

The contractor shall provide the materials and services required to support the United States Antarctic Program (USAP) in accordance with the contractor's Performance Work Statement (PWS), see Section J – Attachment 2. *(THE AWARDEE'S PWS WILL BE INCORPORATED AT CONTRACT AWARD. THE BELOW STATEMENT OF OBJECTIVES (SOO) WILL BE DELETED AT CONTRACT AWARD.)*

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### **NATIONAL SCIENCE FOUNDATION (NSF) ANTARCTIC SUPPORT CONTRACT (ASC) STATEMENT OF OBJECTIVES (SOO)**

#### **C.1 BACKGROUND**

- a) The National Science Foundation (NSF) is an independent executive branch Federal agency established by the National Science Foundation Act of 1950, as amended. Its mission is to promote the progress of science; to advance the national health, prosperity, and welfare; to secure the national defense; and for other purposes.
- b) NSF is authorized to initiate and support:
  - Basic scientific research and research fundamental to the engineering process,
  - Programs to strengthen scientific and engineering research potential,
  - Science and engineering education programs at all levels and in all fields of science and engineering,
  - An information base on science and engineering appropriate for development of national and international policy,
  - Fostering the interchange of scientific and engineering information nationally and internationally,
  - Maintaining facilities in the Antarctic and promoting the U.S. presence through research conducted there, and
  - Addressing issues of equal opportunity in science and engineering.
- c) NSF's vision is to advance discovery, innovation and education beyond the frontiers of current knowledge and empower future generations in science and engineering. NSF's goals --discovery, learning, research infrastructure and stewardship -- provide an integrated strategy to advance frontiers of knowledge, cultivate a world-class broadly inclusive science and engineering workforce, build the nation's research capability through investments in advanced instrumentation and facilities, and support excellence in science and engineering research and education.

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- d) With an annual budget of about \$6 billion, NSF funds approximately 20 percent of all federally supported basic research conducted by America's colleges and universities.
- e) The United States Antarctic Program (USAP) is funded and managed by the NSF Office of Polar Programs (OPP). By Presidential direction (Presidential Memorandum 6646, 1982), the USAP maintains an "active and influential presence in Antarctica designed to support the range of U.S. Antarctic interests." The USAP represents the national effort in Antarctica for scientific research conducted by universities and research institutions, as well as by other Federal agencies. The USAP is responsible for enabling the success of science programs in Antarctica through sustaining logistics and support infrastructure at permanent stations, remote field camps, laboratory facilities, and on research vessels. The USAP operates within the framework of the Antarctic Treaty System and U.S. implementing laws.
- f) Scientific research and the operational support of that research are the principal activities supported by the United States Government in Antarctica. The goals are to:
- Expand fundamental knowledge of the region,
  - Foster research on global and regional problems of current scientific importance, and
  - Use the region as a platform from which to support research.
- g) To achieve its goals, NSF operates three year-round scientific stations in Antarctica:
- McMurdo Station (77° 50.88' S; 166° 40.10' E) located on Ross Island in the southwestern corner of the Ross Sea is Antarctica's largest station and serves as a gateway for U.S. scientific field teams as well as the logistics hub for most U.S. scientific support activity,
  - Amundsen-Scott South Pole Station (90° S) is located 841 statute miles inland from McMurdo, at the geographic South Pole, and
  - Palmer Station (64° 46.50' S; 64° 03.07' W) is located on Anvers Island in the Antarctic Peninsula region and requires separate logistics support.

### C.2 PURPOSE OF CONDUCT

The contractor selected for the Antarctic Support Contract shall operate and maintain the United States' facilities in Antarctica in support of the scientific research activities being undertaken by the USAP. The contractor will be responsible for a wide-ranging set of activities in the following functional areas:

- Technical Management and Administration;
- Science Support;
- Information Technology and Communications;
- Infrastructure, Operations, and Professional Services; and,
- Transportation and Logistics.



### **C.3 CUSTOMER RELATIONSHIP**

The resulting contract is intended to create a cooperative relationship between the NSF and the contractor. The NSF/contractor relationship will reflect the attributes of an open, collaborative, customer-oriented, and professional association. The NSF intends to structure the contract in a manner that ensures the contractor's goals and objectives are in alignment with those of the NSF, thus making the contractor's performance critical to accomplishment of the USAP mission.

### **C.4 PLACE OF PERFORMANCE**

Work will be performed within: the United States, at forward staging facilities in Christchurch, New Zealand, and Punta Arenas, Chile, at other international ports that serve as "gateways", on the Southern Ocean, and throughout Antarctica.

### **C.5 CONTRACT OBJECTIVES**

- a) The contractor shall assume the managerial responsibility for providing daily operations in support of USAP.
- b) As part of the process for managing this program the contractor is expected to:
  - Consistently take steps to understand the NSF's priority business and operations issues and opportunities;
  - Share the risks and responsibilities of joint implementations and initiatives;
  - Ensure its products and services deliver tangible and meaningful business and operations benefits;
  - Work collaboratively with other USAP contractors, Government departments, and business and operations partners to ensure program success.
- c) The NSF seeks a competitive, innovative and integrated solution set (management, technical and business) for USAP support. It is fully recognized and expected that technology and requirements will evolve during the life of the contract. To that end, only the highest level objectives and the constraints mandatory to the acquisition are provided in this Statement of Objectives so as to encourage potential offerors to be innovative and creative in responding with their proposed solution. Offerors should not infer or imply any other constraints on solutions, other than as specified in this document. The Government strongly encourages innovative, systems integration-type solution sets that address NSF's requirements. Ample time and opportunity will be provided for potential offerors to examine extensive documentation of the as-is state of the current support contract and several of the physical sites to determine the full set of requirements that need to be addressed in proposals.

## **C.6 TECHNICAL MANAGEMENT AND ADMINISTRATION**

### **6.1 TECHNICAL MANAGEMENT AND ADMINISTRATION OBJECTIVES**

Technical Management and Administration objectives are listed below:

- a) Provide or integrate the services/service providers required for the USAP to achieve its mission objectives over the full range of activities encompassed by the USAP using best industry and Federal practices in financial, property, project, and program management.
- b) Provide all required support services to sustain the Program within the context of a comprehensive safety and health and medical program, while demonstrating leadership in the stewardship of the Antarctic environment.
- c) Ensure full information assurance and privacy in management, policy, procedures, operations, and maintenance of the USAP information and Information Technology and Communication systems.

### **6.2 TECHNICAL MANAGEMENT AND ADMINISTRATION MINIMUM REQUIREMENTS**

- a) The contractor shall establish systems to provide financial and project reporting and to allow the Government to track contractor labor and direct and indirect costs to a level of detail that allows visibility into the major system, function, product, and service level.
- b) The contractor shall remain current with all developments in federal accounting and be prepared to adapt deliverables or deadlines as Government guidance is revised.
- c) The contractor shall develop internal controls to minimize the potential for waste, fraud, and abuse.
- d) In response to NSF's responsibility to be a steward of the Antarctic environment in the conduct of its activities, the contractor shall continue the environmental education program for all USAP participants.
- e) The contractor shall develop and maintain Spill Prevention Control and Countermeasure (SPCC) plans which adequately address conditions at all USAP locations.
- f) The contractor shall develop emergency response plans and maintain a capability to properly mitigate and respond to emergencies affecting USAP participants and facilities with appropriately trained personnel.
- g) The contractor shall store, handle, issue, recover, dispose, and oversee the use of radionuclides used by the USAP.

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- h) The contractor shall operate an aggressive and comprehensive safety risk management program that addresses the wide variety of normal and unique risks associated with the conduct and support of the USAP operations both in Antarctica and elsewhere.
- i) The contractor shall oversee and assess all aspects of safety risk management in Antarctica and refer enforcement issues to the NSF, if required.
- j) The contractor shall support the safety and health of all USAP participants and its safety and occupational health program shall interface with and complement the safety programs of other participating organizations and institutions.
- k) The contractor shall manage and operate health care facilities comparable to urgent care centers in the United States. The contractor shall staff these facilities with appropriately qualified and licensed medical professionals.
- l) The contractor shall support a safe and hygienic working and living environment through sound planning principles.
- m) The contractor shall maintain accurate and complete medical records of individuals, including screening records and any treatments administered in Antarctica. Medical records shall be the property of NSF and will be maintained separate from any records management system the contractor may develop for its own organizational needs.
- n) The contractor shall develop procedures for medical evacuation of USAP personnel from Antarctica during the operating season.
- o) For specified projects, the contractor shall use Earned Value Management System (EVMS) that includes project performance analysis, cost analysis, and risk analysis/mitigation for the purpose of general management as well as detection and notification of problems.
- p) The contractor shall provide cost and resource loaded schedules for all activities in Antarctica in accordance with the Annual Program Plan. Plans are to be executable and integrate all aspects of the work.
- q) The contractor shall optimize the physical footprint of personnel and assets while fully achieving the USAP mission.
- r) The contractor shall ensure that all contract employees have accurate and consistent information needed to perform their assigned duties.
- s) The contractor shall promote clear and accurate understanding of the USAP mission, activities, and its history to appropriate audiences including, but not limited to, audio-visual production capability, operation of the [www.USAP.gov](http://www.USAP.gov) web portal and its current content, sustaining and developing educational

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outreach activities, providing current and historical video to the general public, conducting teleconferences, and producing and releasing training videos.

- t) The contractor shall maintain an accessible repository of USAP past, present, and future knowledge and activities.

### 6.3 TECHNICAL MANAGEMENT AND ADMINISTRATION CONSTRAINTS

- a) The contractor must operate a project headquarters in the contiguous United States.
- b) The Government will provide the contractor with property, equipment, and applications which the contractor will be responsible for maintaining and taking appropriate steps to ensure that they will remain functional until replacement.
- c) All financial reporting and management of U.S. Government furnished plant, property, and equipment must be in accordance with established federal regulations and NSF guidance.
- d) The contractor will assume responsibility for existing leases and charters and operator agreements (e.g. Christchurch Airport Authority, NZ, and Punta Arenas, Chile).
- e) Coordination with other national Antarctic programs and foreign Governments is conducted only by the NSF, except when specifically authorized.
- f) The contractor must comply with the USAP zero-tolerance policy for drug and alcohol abuse.
- g) All personnel must have a current National Agency Check with Inquiries (NACI) background investigation or the equivalent for foreign nationals.
- h) Unless specifically waived by NSF, the contractor must comply with Federal occupational safety and health standards, and, in other countries, the host national, regional and local standards when more stringent than U.S. standards.
- i) The contractor must comply with the Federal regulations for radiation protection standards for radioactive material in Antarctica, U.S. Department of Transportation regulations for packaging and transport of such radioactive materials, and Federal laws and regulations when disposing of radioactive waste generated in Antarctica and returned to the U.S.
- j) Unless specifically waived by NSF, the contractor must use applicable safety and emergency response-related consensus standards in circumstances where their use would be appropriate in the U.S. Where compliance is not feasible, alternate risk management measures will be implemented according to NSF policy.

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- k) The contractor must comply with Department of Defense (DoD) and Air Mobility Command Aircraft Rescue and Fire Fighting (ARFF) regulations.
- l) All activities in Antarctica must be conducted in accordance with environmental protocols outlined in the Antarctic Treaty System as implemented by the Antarctic Conservation Act of 1978 and as amended by the Antarctic Science, Tourism and Conservation Act of 1996.
- m) The contractor shall administer medical, dental, and psychological (winter only) screening programs that reasonably assure fitness to deploy to Antarctica in accordance with “USAP Medical Screening Guidelines.”
- n) Medical records shall be used, maintained, and protected in accordance with applicable provisions of the Privacy Act and the NSF System of Records notification.
- o) Explosives must be stored, handled, and transported in accordance with Federal regulations. Explosives must be procured and used in accordance with Federal regulations or the state regulations in which the blaster is certified.
- p) Project management and controls software must be equivalent to and capable of seamless linkage with Primavera<sup>®</sup>, Expedition<sup>®</sup>, and Timberline<sup>®</sup>.
- q) Project schedules must be integrated and follow the Critical Path Method (CPM).
- r) The contractor shall comply with the NSF concept of operations for the USAP.gov web portal (as amended and extended), applicable NSF web management and standards manual requirements, and U.S. Government standards for Government websites. A list of federal guidelines is available on the USA.gov website ([http://www.usa.gov/webcontent/regs\\_bestpractices/laws\\_regs.shtml](http://www.usa.gov/webcontent/regs_bestpractices/laws_regs.shtml)).
- s) All press releases and media activity for the USAP must be coordinated and cleared through the NSF.
- t) Information Assurance will be coordinated by a Chief Information Security Officer (CISO) or equivalent Information Assurance Program Manager (IAPM). Appropriate experience will include the following qualifications: Certified Information Systems Security Professional (CISSP), Certified Information Systems Auditor (CISA), Certified Information Security Manager (CISM), Global Information Assurance Certification (GIAC), or Security Leadership Certificate (GSLC).
- u) The contractor must comply with applicable legislation, Office of Management and Budget (OMB) and NSF guidance, policy, standards, and direction pertaining to the provision and management of IT&C. The contractor shall take particular note of FISMA statute law and NSF agency implementation of FISMA.
- v) All position-related licenses and certifications must be kept valid and current.

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- w) The contractor must comply with all terms and conditions of the USAP Master Permit.
- x) Waste management operations must be compliant with NSF Waste Regulations (45 CFR 671).
- y) Waste classification, packaging, and labeling must be in accordance with the Resource Conservation and Recovery Act (RCRA) as well as applicable Federal regulations and those of ports of entry.

### **C.7 SCIENCE SUPPORT**

#### **7.1 SCIENCE SUPPORT OBJECTIVES**

The objective of Science Support is to provide support to NSF approved projects to facilitate the conduct of their research and experiments in the Antarctic and the Southern Ocean through agile and comprehensive planning, provision of resources, and support for their field and laboratory work.

#### **7.2 SCIENCE SUPPORT MINIMUM REQUIREMENTS**

- a) The contractor shall interact with leaders of potential and approved projects to develop timely, comprehensive, and integrated field plans; operational, construction, and technical support requirements; and logistics requirements.
- b) The contractor shall support research projects that vary in size and scope and span the natural sciences and engineering, with education and outreach objectives that are conducted at USAP stations, remote field sites, on board research vessels, aircraft, airborne platforms, or at facilities of other nations' programs.
- c) The contractor shall provide and retain a qualified, educated, and experienced workforce to ensure continuity of the knowledge base and skills necessary to assist in the assessment of field requirements of research proposals.
- d) Science support staff shall be familiar with academic research environments and shall have the ability to support the type and scope of scientific research performed in the USAP.
- e) The contractor shall provide and sustain a planning process to coordinate and implement single- and multiple-investigator led science and engineering research projects funded by the NSF, and/or other Federal agencies, and/or other national programs. The planning process complements NSF's decision making time lines and processes in proposal review. The objectives of the planning process are:
  - i) Produce timely and accurate projections of current and future support requirements;

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- ii) Enable evaluation of, and plans for, current proposal cycle and future proposal support requirements;
  - iii) Contribute and respond to NSF's short term and long-range strategic science planning goals; and,
  - iv) Provide information that can be a basis for improvements in efficiency and effectiveness of the science support program.
- f) The contractor shall develop, execute, and monitor a comprehensive, integrated annual science support plan of approved projects that is within available USAP resource capabilities, budget, and schedules.
  - g) The contractor shall communicate the 5-year outlook of major resource commitments to the research community to aid in the development of research proposals.
  - h) The contractor shall ensure successful management of commitments and visibility into the planning process.
  - i) The contractor shall provide an information database for interactive science planning with investigators and ensure continuity with legacy data.
  - j) The contractor shall provide, operate, maintain, and replace as required common use field equipment, including installed equipment and systems mounted on research vessels and aircraft.

### **7.3 SCIENCE SUPPORT CONSTRAINTS**

The contractor must comply with NSF Guidelines on Scientific Diving and Federal regulations as applicable to the diving activity.

## **C.8 INFORMATION TECHNOLOGY AND COMMUNICATIONS (IT&C)**

### **8.1 INFORMATION TECHNOLOGY AND COMMUNICATIONS OBJECTIVES**

The Information Technology and Communication objectives are to provide modern, robust IT&C infrastructure and modern services to the USAP. The capability of IT&C should evolve to an innovation tool that is used to transform USAP business and mission processes that enables effective and efficient operations, administration and support of science in the USAP.

### **8.2 INFORMATION TECHNOLOGY AND COMMUNICATIONS MINIMUM REQUIREMENTS**

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- a) Utilize, best-of-breed IT&C management framework(s) to achieve governance in customer focused IT&C operations and service management.
- b) Manage information systems as strategic assets to support business intelligence and enhance business/mission operations.
- c) Provide general and special purpose electronic systems and services beyond conventional IT&C.
- d) The contractor shall be responsible for the full range of planning, evaluation, acquisition, development, testing, installation, operation, and replacement/retirement of equipment, services, and support for all IT&C at USAP operating locations.
- e) The contractor shall utilize leading industry best-practices to benchmark its performance with a certified and independent capability-maturity assessment process.
- f) The contractor shall provide comprehensive planning and management services to meet Government requirements for availability, integrity, quality, capacity, reliability, maintainability, and security of IT&C services and information.
- g) The contractor shall align IT&C infrastructure and services with USAP business and science support needs.
- h) The contractor shall provide IT&C infrastructure to enable network-centric operations.
- i) The contractor shall develop, document and publish a USAP service catalog, with specifications of service quality and tiers of service. The contractor shall deliver best practices to manage, sustain and evolve the IT&C systems and services for the USAP.
- j) All contractor provided systems/equipment shall be tested, evaluated, and integrated to ensure readiness prior to release for transport to Antarctic operating locations.

### **8.3 INFORMATION TECHNOLOGY AND COMMUNICATIONS CONSTRAINTS**

- a) The contractor must ensure that Government furnished legacy mission applications transitioned to the contractor remain functional until replaced.
- b) The contractor must comply with USAP electromagnetic (EM) spectrum management guidelines, protocols, and procedures.
- c) The contractor must comply with the terms/conditions of Memorandum of Agreements (MOA) as amended and extended, which define IT&C service and supplier relationships.



## SECTION C – STATEMENT OF OBJECTIVES

- d) Contractor personnel performing in the capacity of Antarctic station radio operators, emergency response center managers, and similar functions will use the following professional standards or equivalents:
  - i) National Fire Protection Association (NFPA) Job Performance Standard 1061, Standard for Professional Qualifications for Public Safety Telecommunicator;
  - ii) Association of Public-Safety Communications Officials (APCO) National Public Safety Telecommunicator Safety Training Standard;
  - iii) FCC Restricted Radiotelephone Operator Permit (radiotelephone operator's restricted certificate) (47CFR13) as appropriate.

### **C.9 INFRASTRUCTURE, OPERATIONS, AND PROFESSIONAL SERVICES**

#### **9.1 INFRASTRUCTURE, OPERATIONS, AND PROFESSIONAL SERVICES OBJECTIVES**

The contractor shall plan, manage, and execute necessary services required to support USAP permanent and temporary facilities, roads, airfields, ports, utilities, fuel systems, and all other infrastructure. These systems support science, operations, and general administration of the USAP and allow the USAP to achieve its mission objectives.

#### **9.2 INFRASTRUCTURE, OPERATIONS, AND PROFESSIONAL SERVICES MINIMUM REQUIREMENTS**

- a) The contractor shall maximize operational efficiency and flexibility throughout the infrastructure.
- b) The contractor shall optimize support capabilities and enhance energy efficiency consistent with environmental practices.
- c) The contractor shall demonstrate flexibility and agility in responding to changing programmatic requirements.
- d) The contractor shall manage, operate, and maintain all USAP facilities, utilities, infrastructure systems, and mechanical/electrical equipment to a service level that will maximize efficiency and life expectancy.
- e) The contractor shall manage, operate, and maintain vehicles, mechanical equipment, and utilities to industry standards and for the Antarctic environment.
- f) The contractor shall manage and operate work trade centers.

SECTION C – STATEMENT OF OBJECTIVES

- g) The contractor shall provide comprehensive meal planning and food services at the three stations and at field camps in Antarctica ensuring a reasonable variety and appropriate nutritional content.
- h) The contractor shall provide and manage housing and berthing for program personnel at all stations, at field camps, and on research vessels.
- i) The contractor shall keep common use living space, bathrooms, administrative offices, and other public areas at all stations in a sanitary condition.
- j) The contractor shall provide and operate site-appropriate social, recreational, and entertainment functions in Antarctica.
- k) The contractor shall provide postal services at McMurdo, South Pole, and the Air Post Office (APO) in Christchurch, NZ.
- l) The contractor shall develop engineering designs as required for new infrastructure or modifications to existing facilities. All engineered designs shall be stamped by a professional engineer and/or architect as appropriate.
- m) Professional Engineers (PE's) in all engineering disciplines shall be available for engineering design and review of all construction, renovations, and facility maintenance requirements.
- n) The contractor may be required to coordinate with other USAP professional and technical service contractors/providers for design and construction.
- o) The contractor shall manage, operate, and maintain all USAP bulk fuel storage and distribution systems.
- p) The contractor shall manage, operate, construct, and maintain USAP facilities to provide for safe and efficient operations.
- q) The contractor shall provide continuous power, water, water treatment, and waste water disposal at all USAP stations.
- r) The contractor shall collect, process, package, and document solid waste generated by the USAP, including hazardous materials, to ensure acceptance for import and disposal in the U.S.
- s) The contractor shall provide site specific aviation weather observations when required.
- t) The contractor shall plan, design, execute, and manage projects using tools consistent with industry best practices.
- u) The contractor shall procure, manage, and use hazardous materials.

**9.3 INFRASTRUCTURE, OPERATIONS, AND PROFESSIONAL SERVICES CONSTRAINTS**

- a) The contractor must comply with the International Building Code (IBC) and family of codes for design application, unless specifically waived by NSF.
- b) Postal service support must be conducted in accordance with the DD Form 1144 Support Agreement dated September 2005 between the NSF and the U.S. Air Force.
- c) American Petroleum Institute (API) guidelines and regulations must be followed to the maximum extent within the USAP.

**C.10 TRANSPORTATION AND LOGISTICS**

**10.1 TRANSPORTATION AND LOGISTICS OBJECTIVES**

The contractor shall provide the services required to allow the USAP to operate a fully integrated supply chain and cargo and personnel movement network (air, land, and sea) through the utilization of industry standard supply chain systems to achieve integrated management of the entire logistics function (including personnel and cargo) and visibility of all items, optimize use of existing infrastructure, minimize physical footprint, and minimize cost of inventory.

**10.2 TRANSPORTATION AND LOGISTICS MINIMUM REQUIREMENTS**

- a) The contractor shall coordinate the planning for USAP aircraft and vessels.
- b) The contractor shall develop specifications, solicit providers, and arrange the procurement of materials.
- c) The contractor shall provide deployment services to include travel, extreme cold weather clothing, and other required gear to participants traveling to designated USAP sites.
- d) The contractor shall manage cargo staging and loading and unloading for aircraft and ships at all supply chain network nodes.

**10.3 TRANSPORTATION AND LOGISTICS CONSTRAINTS**

SECTION C – STATEMENT OF OBJECTIVES

- a) The contractor must comply with the requirements contained in the Federal Travel Regulation and NSF policy.
- b) The contractor must comply with rules and regulations governing transportation to the requisite ports and airfields as enforced by the Federal and state's Departments of Transportation and the Federal Aviation Administration throughout the USAP.

## **SECTION D – PACKAGING AND MARKING**

### **D.1 MARKING**

- a) The contract number shall be placed on or adjacent to all exterior mailing or shipping labels of deliverable items called for by the contract. If electronic media, such as CDs and DVDs, are involved, packaging shall be clearly marked identifying the contents as such and with a warning for protection against exposure to magnetic fields or temperature extremes.
- b) Deliveries to civilian activities: Supplies shall be marked in accordance with Federal Standard 123, edition in effect on the date of issuance of the solicitation and as updated.
- c) Deliveries to military activities: Supplies shall be marked in accordance with Military Standard 129, edition in effect on the date of issuance of the solicitation and as updated.
- d) Additional markings may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

### **D.2 PACKAGING AND PACKING**

#### **2.1 DOMESTIC SHIPMENT**

Material shall be packaged and packed for shipment in such a manner that will ensure acceptance by common carriers and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission regulations, Uniform Freight Classification Rules, National Motor Freight Classification, or regulations of other carriers as applicable to the mode of transportation.

#### **2.2 OVERSEAS SHIPMENT**

- a) Supplies shall be packed for overseas shipment in accordance with the best commercial export practice suitable for water or air movement to arrive undamaged at ultimate destination.
- b) Additional packaging and packing may be specified by the USAP Packaging and Shipping Instructions for any deliveries under this contract if applicable.

## SECTION E – INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

#### FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE ALTERNATE I (JUL 1985)	AUG 1996
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY 2001
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

### E.2 INSPECTION AND ACCEPTANCE AT DESTINATION

Inspection and Acceptance of the supplies or services to be furnished under this contract shall be made at destination by the Contracting Officer's Technical Representative (COTR) or his designated (Government) representative.

### E.3 STANDARDS FOR ACCEPTANCE

Unless otherwise authorized in writing by the Contracting Officer, all work performed and presented for acceptance shall be free from error.

## SECTION F – DELIVERIES AND PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991

### F.2 PERIOD OF PERFORMANCE

The period of performance of this contract shall be as follows:

Item 1000	Contract Award – Mar 31, 2010
Items 1100 thru 1500	Apr 01, 2010 – Sep 30, 2014
Items 2000 thru 2400	Oct 01, 2014 – Sep 30, 2016
Items 3000 thru 3400	Oct 01, 2016 – Sep 30, 2018
Items 4000 thru 4600	Oct 01, 2018 – Sep 30, 2020
Items 5000 thru 5600	Oct 01, 2020 – Sep 30, 2022
Item 6000	Oct 01, 2022 – Mar 31, 2023

### F.3 ANNUAL PROGRAM PLAN AND OUT YEAR PROJECTIONS

- a) Work under this contract shall be performed in accordance with an Annual Program Plan developed by the contractor in consultation with NSF. Following discussions with the contractor, the Annual Program Plan shall be approved in writing by the Contracting Officer.
- b) Each Annual Program Plan shall be prepared and submitted according to a Work Breakdown Structure format (as approved by NSF), funding levels, guidelines and other formats specified in accordance with this contract and in writing by NSF. The contractor shall also provide supporting documentation as required.
- c) Annual Program Plan periods are as follows:

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	Period No.	Begins	Ends
F3.00	Transition -In	October 1, 2009	March 31, 2010
F3.01	One	April 1, 2010	September 30, 2010
F3.02	Two	October 1, 2010	September 30, 2011
F3.03	Three	October 1, 2011	September 30, 2012
F3.04	Four	October 1, 2012	September 30, 2013
F3.05	Five	October 1, 2013	September 30, 2014
F3.06	Six	October 1, 2014	September 30, 2015
F3.07	Seven	October 1, 2015	September 30, 2016
F3.08	Eight	October 1, 2016	September 30, 2017
F3.09	Nine	October 1, 2017	September 30, 2018
F3.10	Ten	October 1, 2018	September 30, 2019
F3.11	Eleven	October 1, 2019	September 30, 2020
F3.12	Twelve	October 1, 2020	September 30, 2021
F3.13	Thirteen	October 1, 2021	September 30, 2022
F3.14	Fourteen	October 1, 2022	September 30, 2023

d) Annual Program Plan Development

- (1) The Annual Program Plan (APP) shall cover the periods identified and shall address, but not be limited to, the following topics:
  - Staffing and organizational plans
  - Program goals
  - Estimated Costs
  - Major field and project support activities
- (2) Activities within the APP will be separated between operations & maintenance activities and project support, so that incremental support associated with projects can be easily separated from base operations and maintenance support requirements.
- (3) Lifecycle support needs for operations and maintenance functions will also be submitted as a separate cost category in the APP. It is anticipated that lifecycle needs will be funded on a periodic basis, in accordance with priorities identified by the contractor.
- (4) Changes to the APP proposed by the contractor shall be described in consecutively numbered submissions in each APP period, and submitted to the Contracting Officer for approval prior to their implementation. NSF approval for changes will be by modification to the contract signed by the Contracting Officer.
- (5) The contractor, unless otherwise prohibited by the Contracting Officer, may redistribute funds among the approved Work Breakdown Structure at a level and within guidelines to be determined by the Contracting Officer's



## SECTION F – DELIVERIES AND PERFORMANCE

Technical Representative (COTR). Such fund redistributions shall be reported in the following monthly report (F6.1).

- (6) NSF reserves the right to unilaterally modify the APP.
- (7) The APP shall include budget information for the current year and projections for the next four (4) years. The APP shall contain current and projected commitments.
- (8) In early July of each year, the contractor and NSF shall begin developing an APP for the subsequent Federal Government fiscal year (for example, development for the fiscal year 2011 program plan begins in July 2010). The APP, prepared by the contractor after initial discussions with NSF are complete, shall consist of two volumes: a program cost schedule and narrative volume, and a staffing schedule and narrative volume. These volumes shall detail the contractor's staffing and work plans for the subject fiscal year according to budgeting assumptions and program priorities that are provided to the contractor by NSF, and explain how the contractor will complete each programmed task within the budget target for the task.
- (9) The final draft version of the two volumes of the APP for the upcoming fiscal year shall be delivered to NSF no later than 31 July of each year. Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September of each year. NSF will normally approve a program plan by 30 September of each year and will formalize the approval by modification to the contract.

### **F.4 FINANCIAL REPORTING**

#### **4.1 MONTHLY FINANCIAL REPORT**

A financial report shall be submitted electronically each month in a format to be provided. This report shall provide budget and financial information for each area of the contractor's Work Breakdown Structure that is detailed in the APP and agreed to by NSF and the contractor.

#### **4.2 MONTHLY CASH ON HANDS REPORT**

Cash on Hand and the accounts it is held in will be reported to NSF on a monthly basis.

#### **4.3 QUARTERLY EXPENSE REPORT**

- a) Quarterly Expense Reports are due no later than the tenth day after the month preceding the quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or legal Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

## SECTION F – DELIVERIES AND PERFORMANCE

- b) Detailed information should be provided by approved Program/Project and should include:
- Total Contract Amount
  - Funds Obligated
  - Funds Expended
  - Funds Advanced (if applicable)
  - o The quarterly expenditure report should provide cumulative, year-to-date and quarterly activity.
  - o Funding received by means other than from NSF should be explained in detail.
  - o Expenditure reports should include reconciliation between expenditures used to purchase capitalized property and quarterly property reports.
    - Exceptions such as Gained By Inventory (GBI), etc. should be noted since these will not be included as activity in the expenditure reports.

### F.5 AFTER-OPERATIONS REPORT

- a) The contractor shall prepare and furnish copies of an annual after-operations report detailing for the preceding contract year (i.e., October through September) the following:
- (1) The contractor's success in meeting or exceeding the performance goals defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the Contracting Officer (including data required by this contract, the APP, or other document to support the contractor's performance claims);
  - (2) Status of all major events and activities identified in this contract, the APP, and other correspondence from the Contracting Officer;
  - (3) Summary of all work performed during the reporting period, including problems encountered, future plans and actions required of the Government.
- b) In addition, each report will include a summary of all NSF approved changes to the APP since the beginning of the fiscal year and detail any reprogramming of funds that have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF. This report will serve as the quarterly technical report in the quarter of the year in which it is due.

### F.6 PROPERTY REPORTING

- a) Definitions — As used in Subsection F7 only:
- (1) "Accountable property" means any item of property acquired by capital lease, or with an acquisition cost of \$5,000 or greater with a useful life of two years or more.

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- (2) "Acquisition cost for other than software" means the sum of costs for design, labor, materials, transportation, and related indirect or overhead expenses (including the capitalized cost of any expansions, extensions, conversions, additions, alterations and improvements to property) as calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 6, "Accounting for Property, Plant, and Equipment." Consistent with SFFAS No. 6, expansions, extensions, conversions, additions, alterations and improvements to property shall be capitalized.
- (3) "Acquisition cost for software" acquisition cost shall be calculated in accordance with Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, "Accounting for Internal Use Software" by using the "National Science Foundation Software Property Asset Cost Worksheet."
- (4) "Acquisition date" means the Federal Government Fiscal Year that an item of property was accepted for use by the original contracting activity (either Government or commercial).
- (5) "Assignable lease" means leases of property that are not otherwise considered capital leases that reserve the rights of NSF, the contractor, or subcontractor at any tier to unilaterally assign the lease to NSF or another organization selected by NSF.
- (6) "Business Narratives" means a thorough, well-written document on the business processes as outlined in OMB Circular A-123. The narratives should provide sufficient depth and should be presented in narrative form. Flowcharts may be included for visual presentation. They reflect an understanding, from beginning to end, of the underlying processes and document involved in each major transaction cycle.
- (7) "Capital lease" means leases of property with minimum lease payments of \$5,000 or greater, the leased property has a useful life of two years or greater, the minimum lease payment is being reimbursed to the contractor as a direct cost, and the lease substantially transfers all the benefits and risks of ownership to NSF. Leases that meet one or more of the following criteria shall be considered to substantially transfer all the benefits and risks of ownership to NSF.
  - (a) The lease transfers ownership of the property to the contractor at the end of the lease term.
  - (b) The lease contains an option for the contractor to purchase or otherwise acquire the property at a bargain price.
- (8) "Capitalized property" means any item of-property acquired by capital lease with a minimum lease payment of \$25,000 or greater or with an acquisition cost of \$25,000 or greater, and a useful life of two years or more.
- (9) "Commercial Off-the-Shelf (COTS) Software" means software that is purchased (including licensed software) from a vendor and is ready for use

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with little or no change, for which the purchase price is being reimbursed to the contractor as a direct cost.

- (10) "Contractor-Developed Software" means software that a federal entity is paying a contractor as a direct cost to design, program, install, and implement, including new software and the modification of existing or purchased software.
- (11) "Construction-in-Progress" means real property that is being constructed, but has not been accepted by NSF or is not otherwise ready for use.
- (12) "Deferred maintenance" for facilities in Antarctica means maintenance that, if not performed, would result in the facility becoming inoperative or unsuitable for use. This definition is also referenced in the A-123 narrative for USAP plant, property & equipment.
- (13) "Equipment" means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use per FAR subpart 45.101.
- (14) "Excess personal property" means personal property that no longer meets Agency needs, as determined by the agency head or designee, but has not yet been demolished or disposed of. In the case of NSF owned property, this property should be included on the deferred maintenance list and categorized as 'non-functional'. (GSA Federal Management Regulation, Subchapter B – Personal Property, Section 102-36.40).
- (15) "Freight Cost Model" means the model used within the USAP to reflect the cost of freight to the final Antarctic location of a purchased or transferred asset. A separate model for the USAP has been developed due to the fact that the transportation system uses a combination of both commercial and military transportation.
- (16) "Gain-By-Inventory" means property acquired by the NSF due to abandonment or transfer from Federal Agencies previously managing USAP. These properties were not transferred via the official Government document (SF-122) and were classified as NSF owned property as a result of the annual inventory process.
- (17) "Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract per FAR subpart 45.101.
- (18) "Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and contractor-acquired property per FAR subpart 45.101.
- (19) "Half-year convention" means a method of calculation that recognizes a half-year of depreciation for the year a property item is available for use as

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determined by its acquisition date, and the year following the end of its useful life.

- (20) "In-service date" means the month and year that NSF received title to an item of property.
- (21) "Leasehold Improvements (LHI)" means an improvement of a leased asset that increases the asset's value. The expense of a leasehold improvement is carried as an asset that declines in value over time, as the value is depreciated over the life of the lease or the improvement, which ever is shorter.
- (22) "Maintenance" means the act of keeping property in acceptable condition. It includes normal repairs, replacement of parts and structural components needed to preserve the property so that it continues to provide acceptable services and achieves its expected life. Maintenance excludes activities aimed at expanding the capability of property or otherwise upgrading it to serve needs different from, or significantly greater than, those originally intended.
- (23) "Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment per FAR subpart 45.101.
- (24) "Minimum lease payment" means the sum of all payments required for the right to use property for a stated period. This includes but is not limited to:
- a. The minimum rent required during the lease term.
  - b. Any payment(s) or guarantee(s) required at the end of the lease term, including: (i) any amount stated to purchase the leased property; (ii) any amount stated to make up any deficiency from a specified minimum; and (iii) any amount payable for failure to renew or extend the lease at the expiration of the lease term.
- (25) "Net Gain or Loss" means the difference between the net book value and the amount realized on disposal, retirement, sale, exchange or donation of any particular item of property.
- (26) "Plant equipment" means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment per FAR subpart 45.101.
- (27) "Property" means all tangible property, both real and personal per FAR subpart 45.101.
- (28) "Property Reports" means reports supplied to the NSF on a quarterly basis to support the values posted in NSF's general ledger. These reports should be substantiated by the contractor's financial

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accounting system and supporting documentation (e.g. Purchase Orders, shipping invoices, checks, etc).

- (29) "Real property" means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment per FAR subpart 45.101.
- (30) "Software" means the application and operating system programs, procedures, rules, and any associated documentation pertaining to the operation of a computer system or program. "Internal use software" means software that is purchased from commercial vendors "off-the-shelf," internally developed, or contractor-developed solely to meet the entity's internal or operational needs. Normally software is an integral part of an overall system(s) having interrelationships between software, hardware, personnel, procedures, controls, and data. For further guidance refer to Federal Accounting Standards Advisory Board Statement of Federal Financial Accounting Standards (SFFAS) No. 10, "Accounting for Internal Use Software".
- (31) "Valuation and Validation" means appraising or estimating the worth of something having economic or monetary value and to attest or confirm the accuracy and propriety of a financial item.
- (32) "Work-In-Process" means products that are in the process of being manufactured or fabricated but are not yet complete. Work in process consists of the costs of direct materials, direct labor, direct purchased services, and indirect costs, including general and administrative and overhead costs. Costs coded as work in process should not be depreciated.

b) Equipment -

(1) General

(a) The contractor shall submit to the Foundation the following reports for all equipment identified as Government property in the custody of the contractor (including equipment assigned to subcontractors and grantees), and classified as either accountable property or capitalized property.

(b) A complete cumulative inventory of equipment as of the required submission date that also separately presents newly acquired, gain-by-inventory (GBI), transferred equipment under capital lease and disposed equipment for the reporting period.

(c) Property reports for Accountable Property, and Capital Equipment should be provided quarterly no later than the tenth day after the month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

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(d) Lease information for equipment should be submitted with quarterly property reports, if applicable.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
  - If part of a system is not tagged individually, the part should be properly linked to the system.
- Contractor Accounting System Number
- Description
- Manufacturer/Make/Model
- Manufacturer's Serial Number
- Purchase Order/Subcontract No., Government Transfer Order No. or added by physical inventory (GBI)
- Indicate if GBI or through Government Transfer Order or from Work-In-Process (WIP)
- Location
- Acquisition Date
- Useful Life
- Acquisition Cost
  - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Minimum Lease Payment (if applicable)
- Lease Term (if applicable)
- Lease Payment Period (if applicable)
- Non-Commercial Freight Costs
- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
- Net gain or loss (excluding assignable leases).

(3) Property reports should separately present the following:

- Previously Acquired Property
- Transferred-In Property
  - If transferred from a Federal Agency, Agency Name should be provided
    - o Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency.
- Property Transferred from WIP should be separately noted and reconciled to ending WIP balance.

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- Purchased Property
  - Disposals
  - Gain-By-Inventory
  - Equipment under capital lease
  - Gains and losses
  - Explanation for prior period adjustments.
- o Freight Cost Model should be included with quarterly submissions.
  - o Approvals from NSF to transfer and/or dispose of property should be submitted with quarterly reports.
  - o A download of the contractor's accounting system should be provided with quarterly property reports in order to reconcile WIP and Capital Equipment purchases.
  - o A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Capital Equipment (to include furniture), WIP, and results submitted with the subsequent quarterly property report submission. For purposes of the inventory it is assumed that transfers-in and GBI are implied under Capital Equipment.
  - o Deferred Maintenance reports should be provided for Capital Equipment with quarterly property reports.
    - Reports should include information required under SFFAS 14 – "Amendments to Deferred Maintenance Reporting" and any subsequent updates to the standard.
- (4) Equipment that is considered sensitive or hazardous and valued at less than \$2,500 may be included in this inventory as a means of control.
- (5) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be established in accordance with Internal Revenue Service Depreciation Guidelines. For certain specialized equipment the IRS tables may not be applicable. In these situations, special depreciation schedules will be mutually developed between the contractor and the Foundation. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.
- (6) A listing of accountable properties is to be provided as a separate report.

c) Real Property

(1) General

- (a) The contractor shall submit to the Foundation the following reports for all real property identified as Government property in the custody of the contractor (including real property assigned to subcontractors and grantees).
- (b) A complete cumulative inventory of real property as of the required submission date that also separately presents gain-by-inventory (GBI), transferred from Construction-in-Progress (CIP), demolished real



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property, and real property deemed as excess real property for the reporting period.

(c) Property reports for Real Property should be provided quarterly no later than the tenth day after the month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(d) Lease information on real property should be submitted with quarterly property reports, if applicable.

(e) If any NSF funds are used to pay the rent at any buildings utilized by USAP contractors, a monthly report explaining if they are operating or capital leases and who is the lessee on these buildings must be listed.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number
  - If part of a system is not tagged individually, it should be ensured that the part is properly linked to system.
- Contractor Accounting System Number
- Description/Function of the Property
- Previous Tracking Number in Construction-In-Progress (CIP). (This is to cross-walk and identify items when they were in CIP to the transferred state as real property).
- Indicate if GBI or from CIP
- Location
- In Service Date or Approved Conditional Occupancy Date
- Useful Life
- Gross Square Footage or Acreage
- Acquisition Cost
  - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Minimum Lease Payment (if applicable)
- Lease Term (if applicable)
- Lease Payment Period (if applicable)
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation
- Net Book Value
- Amount realized on disposal, retirement, sale, exchange, or donation (excluding assignable leases)
- Net gain or loss (excluding assignable leases).

(3) Property reports should separately present the following:

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- Previously Acquired Property
- Transferred-In Property
  - If transferred from a Federal Agency, Agency Name should be provided
    - o Information on useful life should be substantiated either by internal experts (if standard useful life information is not available) or the transferring agency.
  - Property Transferred from CIP should be separately noted and reconciled to ending CIP balance
- Purchased Property
- Disposals
- Gain-By-Inventory
- Operating or Capital Leases on Real Property
- Gains and losses
- Explanation for prior period adjustments.
- o Approvals from NSF to transfer and/or demolish of real property should be submitted with quarterly reports.
- o A download of the contractor's accounting system should be provided with quarterly property reports in order to reconcile CIP and Real Property.
- o A sheet-to-floor and floor-to-sheet inventory should be completed at least once a year for Real Property (to include fixtures), CIP, and results submitted with the subsequent quarterly property report submission.
- o Deferred Maintenance reports should be provided for Real Property with quarterly property reports.
  - Reports should include information required under SFFAS # 14 – "Amendments to Deferred Maintenance Reporting" and any subsequent updates to the standard.

(4) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be 39 years for Real Property. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

### d) Construction-in-Progress

#### (1) General

- (a) The contractor shall submit the following reports to the NSF for all CIP identified as Government property in the custody of the contractor (including CIP property assigned to subcontractors and grantees).
- (b) A complete cumulative inventory of CIP as of the required submission date.
- (c) Property reports for CIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10,

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July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

- (d) All Leasehold Improvements in construction must be presented in this report.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property
- Location
- Weight of the components used in CIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS-6.)
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
  - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

e) Work-in-Process (WIP)

(1) General

- (a) The contractor shall submit the following reports to the NSF for all WIP identified as Government property in the custody of the contractor (including WIP property assigned to subcontractors and grantees).
- (b) A complete cumulative inventory of WIP as of the required submission date.
- (c) Property reports for WIP should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

HOWEVER, the above identified reporting guidelines in this clause are subject to published changes in Federal Accounting Guidance, such as SFFASs, which may, in turn, modify deliverables or reporting deadlines. Therefore, the contractor shall accordingly adjust its reporting requirements under this clause to comply with the most current Federal Accounting Guidance to allow NSF to meet its obligations under the same Federal Accounting Guidance.

(2) These reports shall be presented with the following data elements, at the minimum:

- Contractor Accounting System Number
- Description/Function of the Property

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- Location
- Weight of the components used in WIP. (This is for the freight cost compilation to arrive at the total cost per SFFAS-6).
- Acquisition Cost to Date (material cost to be calculated at the time materials are acquired and/or identified for use in the project)
  - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Fiscal Year Beginning and Ending Balance

f) Leasehold Improvement (LHI)

(1) General

(a) The contractor shall submit the following reports to the NSF for all LHI identified as Government property in the custody of the contractor (including any LHI attached to any leased property assigned to subcontractors and grantees).

(b) A complete cumulative inventory of LHI as of the required submission date.

(c) Property reports for LHI should be provided quarterly no later than tenth day after month proceeding quarter end. (January 10, April 10, July 10, October 10). If due date falls on a Sunday or Federal Holiday, report will be submitted by the following business day. If due date falls on a Saturday, report will be submitted by the preceding business day.

(2) These reports shall, at a minimum, include the following data elements:

- NSF Property Tag Number/Building Number of leased property that the LHI is related to.
- Contractor Accounting System Number
- Description
- Purchase Order/Subcontract No.
- Location
- Acquisition Date
- Life of the Lease
- Remaining years of the lease at LHI in service acquisition date
- Acquisition Cost
  - Should include all costs needed to bring property to its intended use as described in Statement of Federal Financial Accounting Standard (SFFAS) # 6 – “Accounting for Property, Plant, and Equipment” and any subsequent update to the Standard.
- Non-Commercial Freight Costs
- Weight/Square Footage (only if used to determine non-commercial freight costs)
- General & Administrative (G&A) and Overhead (OH) Costs
- Fiscal Year Beginning and Ending Balance
- Quarterly and Annual Depreciation Expense
- Accumulated Depreciation

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- Net Book Value

- o Approvals from NSF to transfer from CIP should be submitted with quarterly reports.
- o A download of the contractor's accounting system should be provided with quarterly property reports in order to reconcile CIP and LHI.
- o All audit requests should be adhered to in a timely manner should be included.

(3) The straight-line method of depreciation shall be used to calculate depreciation expenses. Useful life shall be based on the remaining life of the lease to which the leasehold improvement is related. A half-year convention for recognizing depreciation shall be employed. Changes in useful life or salvage value shall be treated prospectively, and accounted for in future periods. No changes shall be made to previously recorded depreciation.

g) Business Process Narrative documents should be provided to explain reporting process:

- Documents should be reviewed and updated yearly to ensure that all documents reflect current processes.
- At a minimum separate documents should be created and maintained to explain the following processes:
  - Deferred Maintenance valuation and reporting
  - Compilation of Freight Cost Model
  - Labor tracking and application to property
  - Application of General and Administrative (G&A) and Overhead (OH) costs to property.
  - Determination of useful lives and computation of depreciation
  - Property Tracking Systems
    - o How they are updated
    - o Integration with NSF's and/or contractors other Financial Systems.
  - Inventory Process
  - NSF Approval Process
    - o Disposals
    - o Acquisitions
    - o Transfers from Other
    - o Transfers for CIP, WIP, LHI, etc.

h) The contractor shall submit electronic annual reports on real property using the Federal Real Property Profile (FRPP) system, operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

i) The contractor shall submit information regarding motor vehicle operations using the Federal Automotive Statistical Tool (FAST), operated by the General Services Administration. The deadline for this submission varies on an annual basis, but is generally during the month of December.

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- j) Submission – In addition to other deliverable requirements, additional sets of reports and inventories identified in this subsection shall be submitted as follows:
1. One set to:  
National Science Foundation  
Division of Administrative Services (DAS)  
4201 Wilson Boulevard, Room 295  
Arlington, VA 22230  
ATTN: Property Administrator
  2. One set to:  
National Science Foundation  
Division of Financial Management (DFM)  
Accounting Operations Branch  
4201 Wilson Boulevard, II-605  
Arlington, VA 22230  
ATTN: Branch Chief
- k) The contractor shall maintain electronic copies of all documentation associated with the transaction cycle for all capital equipment and real property. Data captured should be sufficient for audit purposes. The contractor may be asked to provide automated transfers of this information into an electronic data warehouse for long-term use by the Government.

**F.7 SCHEDULE OF CONTRACT DELIVERABLES**

- a) The following tables identify deliverables, in addition to those described above, required by this contract. Other deliverables may be required by the APP or other written documentation. Reporting format shall be developed by the contractor and approved by NSF.
- b) One hard copy original and one electronic copy of all the deliverables shall be submitted to:  
National Science Foundation  
Division of Acquisition and Cooperative Agreements (DACS)  
4201 Wilson Boulevard, Room 475  
Arlington, VA 22230  
ATTN: Contracting Officer
- c) Unless otherwise directed by the Contracting Officer, the remaining copies of the APP and each deliverable shall be submitted to:  
  
National Science Foundation  
Office of Polar Programs  
4201 Wilson Boulevard, Room 755  
Arlington, VA 22230  
ATTN: COTR
- d) All reports, publications, and documents will be submitted to the NSF in an electronic format, suitable for search and retrieval through electronic document management systems.

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<b>Deliverable #</b>	<b>PWS cross-reference (to be completed by the contractor)</b>	<b>Deliverable</b>	<b>Description</b>	<b># of Copies</b>	<b>Due Date</b>
001		Annual Program Plan (APP) Delivery and Discussions	The draft APP for the upcoming fiscal year will be delivered to NSF no later than 31 July of each year. Negotiations and revisions will follow, with the contractor submitting a final APP by 15 September. NSF will normally approve the APP by 30 September. Additional details are contained in Section F above.		7/31 & 9/15 of each year
002		Antarctic Treaty Information Report	By April 15th of each year the contractor will prepare draft sections of the annual Antarctic Treaty Report based on the operational and administrative records maintained by the contractor at NSF direction and also compile the information prescribed under Articles III and VII(5) of the Antarctic Treaty.		4/15 of each year
003		Management, Standard Operating Procedures & Preventive Maintenance (PM) Manuals	The contractor will prepare management, Standard Operating Procedures, and PM manuals as provided for in the PWS and submit these manuals to NSF for review and approval. NSF and the contractor will jointly determine the framework, primary content and development phases of the manuals. The contractor will prepare written policies and procedures for the management and operation of McMurdo, South Pole, and Palmer Stations; major and minor field camps; the research vessels; and the gateway facility in		Initial manuals due within 24 months of contract award; Updates annually thereafter.

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			<p>Christchurch, New Zealand. NSF and the contractor will meet periodically to review progress. After acceptance by NSF, the manuals will be reviewed annually by the contractor and as necessary, updated or revised to ensure accuracy. Updates/revisions will be submitted to NSF for review and approval before being incorporated. Manuals describing the management, operation and maintenance of Antarctic stations will be required.</p>	
004		Master Permit	<p>An existing master permit covering all waste management activities in Antarctica is transferable to the contractor with NSF's consent. The contractor will obtain the master permit, and is responsible for meeting all permit conditions, including submission of the "Annual Report for the USAP Master Permit." The report will be prepared pursuant to NSF Waste Regulations at 45 CFR Part 671.</p>	Annually
005		Incident Reporting	<p>The contractor will provide reports to the NSF of any significant events that take place in the USAP. The reporting and response time for incident reporting will vary based on the severity of the situation. Examples of "significant events" include but are not limited to: fire, fuel spills, medical emergencies, information security or privacy breach, aircraft mishaps and events, vessel mishaps and events, Antarctic Conservation Act violations, and failures of</p>	As applicable.



## SECTION F – DELIVERIES AND PERFORMANCE

			critical station equipment with impact to operations. The contractor will provide a reporting and incident notification protocol for review and approval by NSF.	
006		Publications	The contractor will prepare, print, and update several quality handbooks which are primary USAP references. The handbooks include the USAP Participant Guide, Field Manual and Science Support Summary. Brochures include the USAP Brochure. The first two are revised as needed while the third and fourth are annual publications. NSF may also request the preparation and printing of other booklets and brochures appropriate for public dissemination.	As applicable
007		Internal Media Plan	The contractor will be responsible for "internal" media services as approved by NSF. These may include publication of an on-line USAP newspaper, the Antarctic Sun Times; creation of informational videos, brochures and guide books, and press releases.	As applicable
008		Project Planning Records	The contractor will maintain a database of engineering project planning that exists in the varying stages of the systems engineering life cycle, to include: proposal, feasibility, pre-definition, definition, capital planning, implementation, and test/acceptance. The contractor will use a standard and consistent format for all engineering plans. The contractor will make this information available to NSF as required and in formats suitable to NSF.	As applicable

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009		Drawings	<p>Produce as-built drawings that accurately reflect new construction as well as renovations or modifications to existing buildings.</p> <p>The contractor will maintain current plans for all NSF-owned facilities and will furnish copies to the Government in either electronic or hardcopy format on request.</p>	As applicable
010		Monthly Operations Report	The contractor will produce a monthly report summarizing operational activities at McMurdo, Palmer, and South Pole Stations.	15 <sup>th</sup> of every month.
011		Monthly Financial Report	A financial report format will be proposed by the contractor and approved by NSF. This report will provide budget and financial information for each area of the contractor's WBS structure that is detailed in the APP and agreed to by NSF and the contractor.	15 <sup>th</sup> of every month.
012		After Operations Report	The contractor will prepare and furnish copies of an annual after operations report detailing for the preceding contract year including: (a) the contractor's success in meeting or exceeding the performance goals defined in the contract, and other performance measurements that may be required by the APP or in other correspondence from the Contracting Officer, (b) status of all major events and activities identified in this contract, the APP, and other correspondence from the Contracting Officer, and (c) a summary of all work performed during the reporting period, including problems encountered, future plans and actions	Annually

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			required of the Government. In addition, each report will include a summary of all NSF approved changes to the program plan since the beginning of the fiscal year and detail any reprogramming of funds that have occurred since the beginning of the fiscal year, either as performed under contractor's authority or as directed by NSF. This report will serve as the quarterly technical report in the quarter of the year in which it is due.		
013		Annual report for the USAP master permit	Pursuant to the NSF Waste Regulations, the contractor will submit an "Annual Report for the USAP Master Permit."		Annually
014		Annual report of the status of health care in Antarctica	The contractor will provide an annual report on the status and provision of medical services and health care in the USAP.		Annually
015		Property Reporting - Equipment	The contractor will provide reports of all Government-owned equipment IAW with contract requirements.		Quarterly
016		Property Reporting- Real Property	The contractor will provide reports of all Government-owned real property IAW with contract requirements.		Quarterly
017		Construction in Progress Report	The contractor will provide a report on all Construction in Progress (CIP) IAW with contract requirements.		Quarterly
018		Federal Real Property Profile (FRPP)	The contractor will use the Federal Real Property Profile (FRPP) electronic data system to submit annual electronic reports of all Government-owned real property.		Annually
019		Federal Automotive Statistical Tool (FAST)	The contractor will use the Federal Automotive Statistical Tool (FAST) to submit reports of motor vehicle usage.		Annually

SECTION F – DELIVERIES AND PERFORMANCE

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE REQUIREMENTS**

Invoices shall be submitted, no more often than monthly, in an original and one (1) copy to the Government office designated in this contract. To constitute a proper invoice, the invoice must include the following information and/or attached documentation:

- (1) Name of the business concern and invoice date.
- (2) Contract Number, or other authorization for delivery of property or services.
- (3) Description, price, and quantity of property and services actually delivered or rendered.
- (4) Shipping and payment terms, and such other substantiating documentation or information as required by the contract.
- (5) Name (where practicable), title, telephone number, and complete mailing address of responsible official to whom payment is to be sent.

### **G.2 INVOICE SUBMISSION**

- a) Invoices shall be submitted to the following address:

National Science Foundation  
DFM, Phone: (703) 292-8280  
Commercial Cash Management  
4201 Wilson Boulevard, Suite II-605  
Arlington VA 22230

- b) The contractor shall also submit one copy of each invoice and all supporting documentation to the Contracting Officer and the COTR as follows:

National Science Foundation  
Office of Polar Programs (OPP)/Division of Antarctic Infrastructure & Logistics (AIL)  
Attn: COTR  
4201 Wilson Boulevard, Suite 700  
Arlington VA 22230

National Science Foundation  
Division of Acquisition & Cooperative Support (DACS)  
Attn: Contracting Officer  
4201 Wilson Boulevard, Suite 475  
Arlington VA 22230

### **G.3 METHOD OF PAYMENT**

a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

b) The contractor shall forward the following information in writing to the Contracting Officer not later than 7 days after receipt of notice of award:

(1) Full Name (where practicable), title, telephone number, and complete mailing address of responsible official(s):

(i) To whom check payments are to be sent, and

(ii) Who may be contacted concerning the bank account information requested below.

(2) The following bank account information is required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System).

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(a) Address and telegraphic abbreviation of the correspondent financial institution.

(b) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the Contracting Officer in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the contractor's official authorized to provide it, as well as the contractor's name and contract number.

### **G.4 AUTHORITY OF GOVERNMENT PERSONNEL**

SECTION G – CONTRACT ADMINISTRATION DATA

a) Contracting Officer: The Contracting Officer (CO) is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the CO.

b) In the event the contractor effects any change at the direction of any person other than the CO, including any change beyond the scope of authority given to the duly authorized Contracting Officer's Technical Representative (COTR) identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The CO has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

c) Contracting Officer's Technical Representative: The Contracting Officer will designate the COTR under this contract by separate written correspondence.

(1) The COTR is responsible for administering the performance of work under this contract. IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the CO prior to completion of the contract.

(2) The COTR may give technical direction to the contractor that fills in details, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the contractor's compliance with the contract. To be valid, technical direction by the COTR must be consistent with the general scope of work set forth in this contract; may not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract; and shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule.

(3) The COTR is authorized to direct the re-programming of up to \$1,000,000 of funding (per single action) between work breakdown structure elements in the approved APP.

d) NSF Activity Base Managers (ABMs) Designation and Authority: NSF ABM Managers are those individuals appointed by the COTR in writing to aid the COTR in fulfilling his/her responsibilities as described in this contract. The ABM Managers may give technical direction to the contractor which fills in details, requires pursuit of certain lines of inquiry, requires reallocation of funds within the approved Work Breakdown Structure to the extent delegated by the COTR, or otherwise serves to facilitate the contractor's compliance with the contract. To be valid, technical direction by the ABM:

- (1) Must be issued consistent with the general scope of work set forth in this contract;
- (2) May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract;
- (3) Shall not constitute a basis for any increase in the contract estimated cost, or extension to the contract delivery schedule; and shall not contradict the direction of the COTR. Should there be any conflict

## SECTION G – CONTRACT ADMINISTRATION DATA

between technical direction given by the COTR and the NSF ABM Managers the COTR's direction shall control.

e) NSF Property Officer Designation and Authority: The Contracting Officer will designate the NSF Property Officer under this contract by separate written correspondence. The Property Officer may issue direction regarding the accountability of Government property (including its disposition). IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

f) Authority of Other NSF Personnel: Authority of other NSF personnel as appointed to perform various functions from time-to-time shall be provided in writing to the contractor by the Contracting Officer.

### **G.5 ACCOUNTING AND APPROPRIATION DATA**

Funds currently obligated in this contract are chargeable as follows:

*To be identified in the awarded contract.*

### **G.6 PRICING OF ADJUSTMENTS**

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" clause, or any other clause of this contract, such costs shall be in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation (48 CFR Ch 1) in effect on the date of the contract.



## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 KEY PERSONNEL DESIGNATION (May 2008)**

a) The individuals listed below are considered key personnel considered essential to the performance of work for this contract:

Project Director  
Deputy Director or Chief Operating Officer  
Department or Division Directors  
Chief Information Officer (CIO)

b) All key personnel are subject to the following:

(1) Replacement is subject to the prior written review and recommendation of the Contracting Officer's Technical Representative to the Contracting Officer and final approval of the Contracting Officer.

(2) Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, as well as information about the qualifications of the individual(s) proposed.

(3) Contractor proposals to replace any key personnel from the contract shall be submitted reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the USAP.

### **H.2 REPLACEMENT OF PERSONNEL – CONTRACTOR PERSONNEL CONDUCT (May 2008)**

a) The contractor shall be responsible for the furnishing of personnel fully qualified to perform the services as provided for in this contract. As a designated representative of the contractor, contractor personnel are expected to perform and act in a professional manner at all times and to present themselves in such a manner that their activities and demeanor reflect credit on themselves, their employer, and the NSF. Each employee shall be required to execute NSF Form 1457, "Important Notice for Participants in the United States Antarctic Program." The contractor shall be fully responsible for the actions of contractor employees during this contract's period of performance.

b) Performance of contract services will involve work and/or residence on Government and other national Antarctic program facilities. The contractor's and subcontractor's employees are an integral element of this project. As a team member, cooperation, within the scope of this contract, is essential to successful completion of work. If it is determined by the Contracting Officer's Technical Representative or the designated NSF Representative(s), Antarctica, that a contractor's employee(s), including subcontractor employee(s) (that are not key personnel) is performing ineffectively,

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

refuses to cooperate in the fulfillment of the project objectives, is unable or unwilling to adapt to living conditions, or whose general performance is unsatisfactory or otherwise disruptive, then the contractor shall be notified in writing of the circumstances and may be afforded an opportunity to take corrective action or may be directed to replace the unacceptable employee, within a mutually agreeable time period.

### **H.3 MEDICAL AND DENTAL QUALIFICATION OF CONTRACTOR PERSONNEL (May 2008)**

Persons traveling to Antarctica under sponsorship of the USAP are subject to medical evaluation and medical clearance to determine whether the individual is physically qualified for deployment to Antarctica (refer to 45 CFR 675.1 - 675.4). Medical and dental criteria (and for personnel anticipating to remain in Antarctica during the austral winter period, an assessment of psychological adaptability to isolation) are enumerated in the Medical Screening Guidelines for the United States Antarctic Program (2003). The contractor shall ensure that all their personnel (including subcontractors) traveling to Antarctica have been determined to have met those criteria, or that a formal determination has been made by the Government to waive specific aspects of those medical requirements in individual cases. The contractor may choose to impose additional medical criteria on their staff as a matter of corporate policy, but those criteria shall be considered independent of the USAP medical clearance process.

### **H.4 AWARD OF CONTRACT TO U.S. FIRMS AND CITIZENS ONLY (May 2008)**

Award of Contract to U.S. Firms and Citizens Only -- The U.S. Firm awarded this contract shall employ only U.S. citizens. Any teaming through subcontracting must be between U.S. Firms. "U.S. Firm" is defined as an organization which is incorporated and located within the United States of America. Additionally, all personnel performing work being reimbursed to the contractor as a direct cost, or by the contractor to its affiliates, consultants, or subcontractors as a direct cost under any sub-agreement, must be U.S. citizens or permanent residents. The exceptions to the above are subcontracts for (i) host country activities in New Zealand, Chile, Argentina, and other countries from which the U.S. Antarctic Program operates from time-to-time; (ii) maintenance, testing and calibration services, and (iii) other activities as approved by the Contracting Officer.

### **H.5 ASSIGNMENT OF SUBCONTRACTS (May 2008)**

All subcontracts awarded by the contractor for which the cost of the subcontract is being reimbursed to the contractor as a direct cost (regardless of subcontract type, or property and/or services being acquired) shall reserve NSF's rights to unilaterally assign the subcontract for administration to NSF or any other organization selected by NSF.

### **H.6 NSF SYSTEMS SUBJECT TO PRIVACY ACT of 1974 RESTRICTIONS**

SECTION H – SPECIAL CONTRACT REQUIREMENTS

**(May 2008)**

Performance of work by the contractor requires access to and operation of the following, NSF systems of record:

- NSF-19 Medical Examination Records for Service in the Polar Regions.
- NSF-36 Personnel Tracking System (Antarctic).
- NSF-56 Antarctic Conservation Act Files.
- NSF-60 Antarctica Service Medals.
- NSF-61 Diving Safety Records (Polar Regions).
- NSF-62 Radiation Safety Records (Polar Regions).
- NSF-63 Accident and Injury Reports (Antarctic).

These systems of record are subject to the requirements of the Privacy Act of 1974 (5 U.S.C. 552a) and applicable NSF regulations and policy governing their use.

**H.7 ACCESS TO SENSITIVE, CONFIDENTIAL, PROPRIETARY INFORMATION  
(May 2008)**

a) To the extent that the work under this contract requires that the contractor be given access to or be furnished with sensitive, confidential or proprietary business, technical, or financial information or data belonging to other entities which is clearly marked as sensitive, confidential or proprietary, or that the Government has generated that qualifies for an exception to the Freedom of Information Act, the contractor shall, after receipt thereof, treat such information in confidence and agrees to use such information only for the purposes of performing the services specified in this contract, not to appropriate such information for its own use or to improve its own competitive position in another procurement or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations also include scientific data or confidential research proposal information (whether or not marked) submitted to NSF and provided to the contractor to facilitate the assessment of operational feasibility of field research activities. The foregoing obligations, however, shall not apply to:

(1) Information or data which is in the public domain at the time of receipt by the contractor;

(2) Information or data which is published or otherwise subsequently becomes part of the public domain through no fault of the contractor;

(3) Information or data which the contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data which the contractor can demonstrate was received by it from a third party that did not require the contractor to treat it in confidence.

b) The contractor agrees (1) to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the contractor under this contract, and (2) to supply a copy of such agreement to the Contracting Officer. Upon request of the

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Contracting Officer, the contractor shall furnish the Government with reports which specify any information or data received as confidential or proprietary and which identify the entity or entities who supplied the contractor with such information or data.

c) The contractor agrees to train employees who may require access to the above described information about their obligations to use it only to perform the services specified in this contract. The contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data which the contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing contractor-employee agreement, upon request of the Contracting Officer, the contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer. The contractor agrees to administer a monitoring process to ensure that employees comply with all reasonable security procedures.

d) The contractor is required, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative (COTR) in the strictest confidence. The contractor is also required not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the contractor's possession, to those employees needing such information to perform the work provided herein, i.e. on a "need to know" basis. The contractor agrees to immediately notify the COTR in writing in the event that the contractor determines or has reason to suspect a breach of this requirement and to implement any necessary corrective action. The contractor may not disclose any such sensitive information to any persons or individuals without prior written approval from the COTR.

e) This clause shall be included in any subcontract or consultant agreement under which there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

f) The nature of this contract work may subject the contractor and its employees to laws and regulations relating to ethics, conflicts of interest, corruption, and other criminal or civil matters relating to the award and administration of Government contracts. Unauthorized uses or disclosures of sensitive, confidential or proprietary information may result in termination of this contract for default, or in debarment of the contractor for serious misconduct affecting present responsibility as a Government contractor.

### **H.8 LIMITATION ON CONTRACTOR DESIGN-BUILD ACTIVITIES (May 2008)**

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

Unless otherwise authorized by the Contracting Officer, the contractor shall not perform design-build work, as defined in FAR 36.102, on any single construction project with an estimated cost of \$1,000,000 or greater.

### **H.9 STATE AND LOCAL SALES TAXES (May 2008)**

To perform this contract, the contractor must be knowledgeable of relevant state and local taxes when making purchases of tangible personal property. The contractor shall refrain from paying inapplicable taxes or taxes where an exemption exists, but shall pay applicable taxes that are reimbursable pursuant to FAR 31.205-41, Taxes. Even though title to property purchased under this contract may pass to the Government and the price is reimbursable under contract cost principles, such transactions do not in of themselves provide tax immunity to the contractor. Therefore, within 30 calendar days after the effective date of this contract, the contractor shall request from the applicable State Tax Commission a ruling on any tax exemptions that may be applicable to purchases under this contract. The contractor shall provide all facts relevant to the solicitation and shall pursue an interpretation of the law that is most favorable to both the contractor and the Government.

### **H.10 (LIMITED) RELEASE OF CONTRACTOR'S COMMERCIAL OR FINANCIAL INFORMATION (COFI) (May 2008)**

a) NSF may find it necessary to release information submitted by the contractor, either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by NSF. Business information that would ordinarily be entitled to confidential treatment under the Freedom of Information Act (5 U.S.C. § 552 (b)(4)) may be included in the information released to these individuals. Accordingly, by signature on this contract or other contracts, the contractor hereby consents to a limited release of this information.

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

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

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

c) NSF recognizes its obligation to protect the contractor from competitive harm that could result from the release of such information to a competitor. Except where otherwise provided by law, NSF will permit the limited release of COFI under subparagraphs (1) or (2) only pursuant to non-disclosure agreements signed by the assisting contractor or subcontractor, and their individual employees who may require access to the COFI to perform the assisting contract.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

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

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

### **H.11 SOFTWARE MADE AVAILABLE FOR CONTRACTOR'S USE (May 2008)**

a) The Government, from time to time, may make certain software acquired under license available to the contractor for its use in the performance of this contract.

b) The contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

c) The contractor agrees that it and its employees will not use, copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the contractor.

d) The contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the contractor has reason to believe that its use of Government furnished software may involve or result in a violation of NSF's licensing agreement, the contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the contractor shall continue to perform to the full extent possible without using the software in question.

e) Paragraphs a) through d) of this clause shall flow down to all subcontracts.

### **H.12 NSF ACQUISITION OMBUDSMAN (May 2008)**

a) An NSF Acquisition Ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. The existence of the ombudsman does not affect the authority of the Contracting Officer, selection official, or Contracting Officer's Technical Representative. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the party to another official who can resolve the concern.

b) Before consulting with the NSF Acquisition Ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions).

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) If resolution cannot be made by the Contracting Officer, concerned parties may contact the NSF Acquisition Ombudsman. The contact information for the NSF Acquisition Ombudsman may be found at <http://www.nsf.gov/bfa/DACS/ombud.jsp>.

d) The NSF Acquisition Ombudsman has no authority to render a decision that binds the agency.

e) Do not contact the NSF Acquisition Ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

f) The Office of the National Ombudsman of the U.S. Small Business Administration has asked all Federal agencies to make clear that, if a small business entity requests Ombudsman assistance on a matter or otherwise questions or complains about a Federal agency action, the agency will not retaliate in response. The National Science Foundation is committed to maintaining an environment in which small businesses and others are free to question or complain about NSF actions or policies without fear of retaliation. One of the statutory responsibilities of the NSF, through its Office of Small Business Research and Development, is to "assure the expeditious processing of proposals by small business concerns based on scientific and technical merit" [42 U.S.C. 1883(3)]. Any allegations of retaliation will be investigated and appropriate action taken to correct the situation and ensure it is not repeated. In addition, small business entities may comment to the National Ombudsman's office. Information about the National Ombudsman is available by visiting [www.sba.gov/ombudsman](http://www.sba.gov/ombudsman).

### **H.13 ORGANIZATIONAL CONFLICT OF INTEREST (May 2008)**

a) The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

b) The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c) Remedies - The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract.

d) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph (d).

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e) The contractor will be required to warrant that, to the best of its knowledge and belief, and except as otherwise set forth in this contract, it does not have any organizational conflict of interest as defined in FAR 2.101 and FAR Subpart 9.5.

f) Undisclosed Organizational Conflicts of Interest will be grounds for Termination for Default.

**H.14 GOVERNMENT FURNISHED OFFICE SPACE, FURNISHINGS, AND SERVICES**

a) The Government will furnish, at no cost to the contractor, the necessary office space, utilities, telephone service, general purpose office equipment, and office furniture for its personnel assigned to work under this contract at Government locations in Antarctica and at operating locations in New Zealand and South America.

b) The Government will furnish the following transportation services:

(1) Transportation of material and equipment between the U.S. receiving and distribution point and all USAP operating locations, to include Christchurch, New Zealand, Punta Arenas, Chile, and all sites of operation in Antarctica.

(2) Air transportation of the contractor's personnel between Christchurch, New Zealand and McMurdo Station, as well as air transport between McMurdo Station and research sites within Antarctica (excluding Palmer Station).

(3) Government transportation includes but is not limited to the following:

(i) One ice-strengthened annual re-supply vessel capable of carrying containerized and bulk cargo and other freight between the United States, Port Lyttleton, New Zealand, and McMurdo Station, Antarctica. The Government will also provide stevedoring services for operations at McMurdo Station, Antarctica.

(ii) One ice-strengthened tanker capable of carrying fuel from its acquisition point to McMurdo Station, Antarctica.

(iii) Ice breaking services to create a shipping channel for vessel access to McMurdo Station, Antarctica.

(iv) Light and medium lift helicopter services for transportation of personnel and cargo within the general vicinity of McMurdo Station, or other designated sites in Antarctica.

(v) A combination of fixed wing aviation services, to include C-17 and LC-130 aircraft operated by the United States Air Force and the Air National Guard, to provide heavy airlift services between New Zealand, McMurdo Station, and field research locations within Antarctica.

(vi) Basler Turbo BT-67 and DHC-6 DeHavilland Twin Otter aircraft services for airborne research and transportation of personnel and cargo between field locations within Antarctica.



## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(4) The Government will supply bulk fuel at no charge to the contractor at McMurdo and South Pole Station, Antarctica.

(5) The Government will provide supplemental labor for cargo handling and passenger processing through international agreements with the New Zealand Government. The New Zealand Defense Forces (NZDF) will provide terminal operations personnel to supplement seasonal cargo operations in Christchurch, New Zealand, as well as provide driver and stevedoring support for annual re-supply vessel operations at McMurdo Station, Antarctica.

(6) The Government will furnish weather forecasting services in Antarctica.

(7) The Government will furnish food safety and sanitation inspection services in Antarctica.

### **H.15 CONTRACTOR'S ON-SITE MANAGER(S) (May 2008)**

For work performed at Port Hueneme, CA; Christchurch, NZ; McMurdo Station; Amundsen-Scott South Pole Station; Palmer Station; on board research and other vessels; and at other locations identified by NSF, the contractor shall designate an on-site manager, with full authority to receive instruction and act on the firm's behalf. This authority need not include the authority to bind the firm contractually. However, the individuals shall have knowledge of the duties and responsibilities of the Government personnel identified herein. These individuals may be working managers. In addition, unless otherwise authorized by the Government, the contractor shall designate an alternate on-site manager to function in the place of the on-site manager in his/her absence. The on-site manager or his/her alternate shall be on site at all times when contractor employees are performing work at the designated sites.

### **H.16 ASSOCIATE CONTRACTOR AGREEMENTS (May 2008)**

a) The contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the Antarctic Support Contract (ASC) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

b) ACAs shall include the following general information:

- (1) Identify the associate contractors and their relationships.
- (2) Identify the program involved and the relevant Government contracts of the associate contractors.
- (3) Describe the associate contractor interfaces by general subject matter.
- (4) Specify the categories of information to be exchanged or support to be provided.
- (5) Include the expiration date (or event) of the ACA.

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(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating associate contractors.

d) Nothing in the foregoing shall affect compliance with the requirements of the Organizational Conflict of Interest clause.

e) The contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor.

f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

h) The following are “associate contractors” with whom agreements are required:

<u>Associate Contractor/Address</u>	<u>Contract Number and Description</u>
Kenn-Borek Air Ltd. 290 McTavish Road, N.E. Calgary, Alberta, Canada T2E 7G5	OPP-0413529 Medium-Lift Fixed Wing Flight Services
PHI, Inc. 2001 S. E. Evangeline Thruway Lafayette, LA 70508	OPP-0634685 Helicopter Flight Services
Air New Zealand Engineering Services LTD P.O. Box 14005 Christchurch, New Zealand	PRS-06-12746-B149 LC-130 Planned Depot Maintenance and Drop-In Repair
LJT & Associates, Inc. 9881 Broken Land Parkway, Suite 400 Columbia, MD 21046-3025	NSFDACSPRSS-06C1005 Engineering & Technical Support to USAP

**H.17 CONTRACTOR EMPLOYEE AND TRAINING REQUIREMENTS**

a) The contractor shall provide necessary personnel to accomplish all work identified in the PWS. Any training that can be accomplished outside the Antarctic must be done so.

b) The contractor shall provide personnel with the necessary licenses, certifications, training, experience levels and security clearances that are required,

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including Federal, State, and local laws and regulations prior to being employed under the ASC. These licenses, certifications and the like should reflect the contractor's technical proposal in order to support NSF.

c) The Government may consider funding of contractor training only for Government-unique systems pertinent to the ASC. All requests for training at Government's expense shall be submitted to the COTR for approval or disapproval prior to the training.

d) The contractor shall be responsible for all costs including labor hours associated with the equivalent training of replacement personnel when contractor personnel who have received Government-funded training leave and are replaced. The contractor shall train replacement personnel for seamless support of services under this contract. The training shall be provided within one month of employee's arrival under the ASC.

e) Each person shall be required to appropriately identify themselves as contractor employees in all e-mails, written correspondence, telephone conversations, and meetings.

**H.18 INSURANCE REQUIREMENTS**

a) The contractor shall provide and maintain at least the following insurance during the entire period of performance of this contract:

- (1) Workmen's Compensation, including compliance with applicable Federal and State workmen's compensation and occupational disease statutes;
- (2) Employer's Liability Insurance;
- (3) General Liability Insurance;
- (4) Automobile Liability Insurance.

b) The contractor shall maintain the type of insurance and coverage listed below.

TYPE OF INSURANCE AMOUNT -----	MINIMUM -----
1. Workmen's Compensation and all occupational disease.	As required by State law.
2. Employer's Liability including all occupational disease when not so covered in Workmen's Compensation above.	\$100,000 per acc.
3. General Liability (Comprehensive) Bodily Injury per occurrence.	\$500,000
4. Automobile Liability (Comprehensive)	
Bodily Injury per person	\$200,000
Bodily Injury per occurrence	\$500,000
Property Damage per accident	\$ 20,000

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The General Liability and Automobile Liability policies shall contain the following provision: “The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.” All insurance required by this paragraph shall be set forth in the provisions of this contract in a form and amount and for the specified periods as the Contracting Officer approves.

c) The contractor agrees to submit for the Contracting Officer’s approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement.

d) Prior to the commencement of work hereunder, the contractor shall furnish to the Contracting Officer a certificate or written statement of the required insurance identified in paragraph b. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or material change in the coverage adversely affecting the Government’s interest shall not be effective (1) for such period as the laws of the State in which contiguous U.S. services of this contract is to be performed prescribe or (2) until 30 days after the insurer or contractor gives written notice to the Contracting Officer, whichever period is longer.

e) The contractor agrees to insert the substance of this clause including this paragraph, in subcontracts under this contract that require work on a Government installation. Prior to the commencement of the designated work, the contractor shall maintain a copy of all subcontractors’ proof of insurance, and shall make copies available to the Contracting Officer upon request.

f) The contractor shall be reimbursed:

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the contractor or of the contractor’s agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for:

(i) Loss of or damage to property (other than property owned, occupied, or used by the contractor, rented to the contractor, or in the care, custody, or control of the contractor); or

(ii) Death or bodily injury.

The Government’s liability under paragraph (f) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

g) The contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(i) All or substantially all of the contractor's business;

(ii) All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

h) The provisions of paragraph (e) of this clause shall not restrict the right of the contractor to be reimbursed for the cost of insurance maintained by the contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

i) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

**H.19 EMERGENCY MEDICAL TREATMENT (May 2008)**

Government emergency vehicles and medical personnel may be used in emergency situations affecting contractor personnel whose life may be in danger or suffering unendurable pain. Government facilities may be used in these instances as the first

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

point of treatment. Transfer to other than Government medical treatment facilities shall be accomplished as soon as possible and as determined by attending medical authorities. Reimbursement to the Government for emergency treatment will be in accordance with Federal Statutes and Government Regulations.

### **H.20 RESPONSIBILITY FOR LOSS, PERSONAL INJURY OF CONTRACTOR PERSONNEL (May 2008)**

a) The Government will not be responsible or be held liable for any loss, damage, personal injury or loss of life of contractor personnel, not caused by the fault, negligence, wrongful omission of the Government, its agents or its employees, occurring at any time such personnel are entering, exiting, using, or occupying Government property or facilities in performance of this contract.

b) The contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees, against all actions or claims for damages to persons, property, including death not caused by the fault, negligence, wrongful act, or wrongful omission of the Government, its agents, or employees. The contractor shall be liable and will indemnify and hold harmless the Government, its agents and employees against all action or claims for all damages to persons or property, including death arising or resulting from the fault, negligence, wrongful act, or wrongful omission of the contractor personnel in accordance with the Federal Tort Claim Act (28 U.S.C. 2671-2680).

### **H.21 TRAVEL (May 2008)**

a) Notwithstanding the provisions of FAR 52.216-7 entitled, "Allowable cost and Payment" the following additional provision applies to per diem and travel. The per diem and travel rates for reimbursement purposes shall be in accordance with acceptable accounting procedures, Section 31 of the FAR, and shall not exceed those established by Federal Travel Regulations (FTR). The Government will not reimburse for anything other than economy class air fare.

b) Exceptions shall be approved on a case-by-case basis by the Contracting Officer's Technical Representative.

### **H.22 DOMICILE TRANSPORTATION (May 2008)**

Transportation of employees from domicile to work places shall not be an allowable cost under this contract.

### **H.23 TRAVEL TIME (OTHER THAN DAILY COMMUTING) (May 2008)**

Time required to travel from the contractor's site or sites to any other site(s) of performance and return shall be considered time spent in performance.

**H.24 GOVERNMENT PROPERTY (May 2008)**

a) The contractor will be provided with the Government Furnished Property identified in Section J.

b) The Government will retain full ownership and control of all property furnished by the Government. Government furnished property not consumed in performance shall be surrendered upon demand (i.e., during performance, or end of the period of performance).

c) The contractor shall execute receipt of property documents for any property furnished by the Government.

d) The NSF Property Officer may issue direction regarding the accountability of Government property (including its disposition). IN NO EVENT, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

**H.25 UNITED STATES ANTARCTIC PROGRAM FREQUENCY AUTHORIZATION (May 2008)**

a) Authorization of radio frequencies required in support of this contract shall be obtained by the contractor or subcontractor in need thereof.

b) For any experimental, developmental, or operational equipment for which the appropriate frequency allocation has not been made, the contractor or subcontractor shall provide the technical operating characteristics of the proposed electromagnetic radiating device to the Contracting Officer during the initial planning, experimental, or developmental phase of contractual performance. U.S. Antarctic Program Spectrum Management Procedures furnished by the Contracting Officer shall be followed in obtaining radio frequency authorization. At the Contracting Officer's discretion, the contractor may be instructed to directly interface with U.S. Antarctic Program spectrum management personnel in lieu of first contact with the Contracting Officer.

c) This clause, including this paragraph (c), shall be included in all subcontracts that call for developing, producing, testing, or operating a device for which a radio frequency authorization is required.

**H.26 FREE ON BOARD (F.O.B) DESTINATION SHIPMENT DOCUMENTATION (May 2008)**

a) The contractor--  
(1) Shall not submit an invoice for payment until the supplies covered by the invoice have been shipped to the destination; and

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) Shall retain, and make available to the Government for review as necessary, the following evidence of shipment documentation for a period of 3 years after final payment under the contract:

(i) If transportation is accomplished by common carrier, a signed copy of the commercial bill of lading for the supplies covered by the contractor's invoice, indicating the carrier's intent to ship the supplies to the destination specified in the contract.

(ii) If transportation is accomplished by parcel post, a copy of the certificate of mailing.

(iii) If transportation is accomplished by other than common carrier or parcel post, a copy of the delivery document showing receipt at the destination specified in the contract.

b) The contractor is not required to submit evidence of shipment documentation with its invoice.

### **H.27 REDACTED CONTRACT (May 2008)**

The contractor shall provide two redacted copies of the awarded contract to the Contracting Officer within ten (10) days after contract award. The redacted contract shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted contract shall be submitted in a Section 508 compliant .pdf document.

### **H.28 RIGHTS IN DATA (May 2008)**

#### a) Subject Data

(i) The term "Subject Data" as used herein means recorded information, regardless of form or medium on which it may be recorded. It includes writings, technical data, sound recordings, computer programs and software, pictorial reproductions, drawings, or other graphic representations and works of any similar nature which are first generated, produced or composed in the performance of this contract, whether delivered or not under this contract. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(ii) All Subject Data shall be the sole property of the Government. The contractor shall not publish, reproduce, distribute or otherwise make disposition of such Subject Data in whole or in part or in any manner or form, or authorize others to do so without the prior written consent of the Contracting Officer or until such time as the Government may have released such Subject Data to the public.

#### b) Other Data

(i) The term "Other Data" as defined herein includes writings, information stored in any form, sound recordings, computer programs and software, pictorial reproductions, drawings, or other graphic representations and works of any similar nature, not generated, produced, or composed for the first time in the performance of this contract, whether or not copyrighted, which are delivered



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under this contract. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

(ii) The Government may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all or any part of the Other Data delivered by the contractor to the Government under this contract except as provided by subparagraph b)(ii)(A) below.

(A) Material Covered by Copyright. The contractor agrees to and does hereby grant to the Government, and to its officers, agents, and employees acting within the scope of their official duties, and others acting on its behalf, a paid up, non-exclusive, irrevocable worldwide license for Government purposes to publish, translate, reproduce, prepare derivative works, distribute copies to the public, deliver, perform, dispose of, and to authorize others to do so, all Other Data now or hereafter covered by copyright. No such copyrighted matter shall be included in Other Data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in this subparagraph (b)(ii)(A).

c) The contractor shall report to the Government promptly and in reasonable written detail each notice or claim of copyright infringement received by the contractor with respect to any data delivered hereunder.

d) (i) The contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The contractor grants to the Government and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph and will include such notices on all reproductions of the data.

(ii) The contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (b)(ii)(A) of this clause.

e) Except as otherwise specifically provided for in this contract, the contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer. The contractor shall treat the other data in accordance with any restrictive marking, unless specifically authorized otherwise in writing by the Contracting Officer.

## SECTION H – SPECIAL CONTRACT REQUIREMENTS

f) If any subject or other data delivered under this contract are marked with notices specified in FAR 52.227-14(g)(3) or (g)(4) [Alternate II and III, Dec 2007], and use of the notices is not authorized. Or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time, either return the data to the contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the procedures in FAR 52.227-14(e)(1) – (e)(3) shall apply prior to canceling or ignoring the markings.

g) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights as defined in FAR 27.401; the Government is not liable for the disclosure, use, or reproduction of such data.

h) The contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

i) The contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the contractor by the Government and incorporated in data to which this clause applies.

### **H.29 SECURITY REQUIREMENTS AND ACCESS TO NATIONAL SCIENCE FOUNDATION FACILITIES AND UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (May 2008)**

a) All contractor personnel performing under this contract and requiring access to NSF information systems, networks, or data must comply with all Federal Information Security Management Act (FISMA), Office of Management and Budget (OMB), Homeland Security Presidential Directive 12 (HSPD-12), National Institute of Standards and Technology (NIST) and NSF IT Security Policies and the requirements contained in the NSF Information Security Handbook (Manual 7) and in the NSF Personnel Manual - Personnel Security/Suitability Program (Manual 14, Chapter IX, Subchapter 200).

b) The contractor is responsible for its employees' conduct and establishing in- and out-processing procedures that ensure accomplishment of the actions identified in this clause.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

c) Contractor personnel assigned to work at NSF facilities may be issued a Federal identity card and/or NSF building access card that permits their entrance to NSF facilities without going through visitor access processes. Contractor personnel may also be granted certain other privileges such as NSF e-mail accounts and/or access to NSF information systems. This access shall be provided solely at the discretion of the NSF, and may be revoked or withdrawn at any time, without notice or cause, by the Contracting Officer.

d) Contractor personnel requiring privileged access or limited privileged access to systems operated by a contractor for the NSF or interconnected to a NSF network shall be investigated at an appropriate level. Contractor personnel requiring routine physical access to NSF facilities for more than six months require a Federal identity card and NSF building access card and shall be investigated (i.e., a National Agency Check with Inquiries or higher level investigation). The FBI National Criminal History Check must be completed, and the investigation must be scheduled by OPM (Office of Personnel Management), before the cards are issued. NSF shall submit the National Agency Check with Inquiries (NACI) (or higher level) investigation to OPM using the standard personnel investigation forms listed in this clause. Contractors are required to report to the NSF Human Resource Management (HRM) Security Office during business hours to be electronically fingerprinted, inputted into the online Electronic Questionnaire for Investigations Processing (eQIP) system and provide other required documents to begin the investigations process. The contractor shall submit the required forms to the NSF HRM Security Office within five (5) days after award or assignment of an individual to a position requiring investigation.

which risk): (1) Guidance for selecting the appropriate level of investigation is based on the risk of adverse impact to the NSF. The levels of risk for investigation is required is as follows (IT-1 has the highest level of risk):

adverse (i) IT-1 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause very serious impact to NSF programs.  
(ii) IT-2 -- Individuals having privileged access or limited privileged access to systems whose misuse can cause significant adverse impact to NSF programs. These systems include, for example, those that interconnect with a NSF network in a way that exceeds access by the general public, such as bypassing firewalls; and systems operated by a contractor for the NSF whose function or data has substantial cost to replace, even if these systems are not interconnected with a NSF network.

(2) Investigation for individuals shall employ forms appropriate for the level of risk as follows:

Employment (i) IT-1: Electronic fingerprints, online Standard Form (SF) 85 Questionnaire for Non-Sensitive Positions, Federal and resume; and

Declaration for Form and resume. (ii) IT-2: Electronic and Standard Form (SF) 85P Questionnaire for Public Trust Positions, Official Form (OF) 306 Federal Employment, Credit Report Notice

SECTION H – SPECIAL CONTRACT REQUIREMENTS

(3) Investigation of contractor personnel may be waived by the HRM Security Office for individuals in cases where proof of prior investigation at the NACI or higher level within the last two years can be obtained.

(4) Until favorable results are received from the FBI National Criminal History Check and OPM has scheduled an investigation, NSF will not issue a Federal identity card and NSF building access card. Contractors will use the temporary visitor badge.

e) The contractor shall ensure that its employees, in performance of the contract, receive initial IT Security Awareness Training before being granted access to NSF systems and networks, and receive refresher IT Security Awareness Training annually. The contractor may use web-based training available from the NSF to meet this requirement.

f) The contractor shall ensure that its employees, in performance of the contract, sign and submit the “National Science Foundation (NSF) Information System Access Rules of Behavior” before being granted access to NSF systems and networks.

g) The contractor shall be responsible for Information Technology security for all systems used in performance of this contract, or those which are connected to a NSF network. This clause is applicable to all or any part of the contract that includes information technology resources or services in which the contractor must have physical or electronic access to NSF’s information, including sensitive information and personally identifiable information, contained in unclassified systems that directly support the mission of the Agency. This includes information technology, hardware, software, and the management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

h) In the course of performing official duties, contractors may have the need to access sensitive information or personally identifiable information. Sensitive information includes personally identifiable information and sensitive NSF information such as quote review, reviewer identity tied to reviews, unfunded quotes, proprietary parts of funded quote; and other similar information. The majority of sensitive information maintained by NSF is in systems of records protected under the Privacy Act sensitive data. Sensitive information may also exist in other types of records, such as databases, log files, e-mail, and correspondence files. All contractor personnel are responsible for recognizing sensitive information and avoiding inappropriate or accidental access, use, or disclosure in accordance with NSF IT policies.

i) Personally Identifiable Information (PII) means any information about an individual maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All contractor personnel are responsible for recognizing personally identifiable information and avoiding inappropriate or accidental access, use, or disclosure in accordance with NSF IT policies.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

j) For Information Systems identified as Major Applications or General Support Systems (GSS) that are not connected to an NSF network, but for which the contractor has operational responsibility on behalf of NSF, the contractor must provide, implement and maintain an IT System Security Plan (SSP). The IT SSP must describe the processes and procedures that will be followed to ensure appropriate security of the information system resources and data that are developed, processed, or used under this contract. The IT SSP must describe those parts of the contract to which this clause applies. The IT SSP must comply with OMB Circular A-130, Appendix III and recommendations in the NIST Special Publication 800-18.

(1) Within 30 days after contract award, the contractor must submit the IT SSP to the NSF Contracting Officer for acceptance.

(2) Within 60 days after contract award, the contractor must submit written proof of IT Security accreditation to the NSF Contracting

Officer.

Information Security include a final IT SSP, risk disaster recovery/continuity accepted by the NSF contract as a

Accreditation must be in accordance with the NSF Handbook (Manual 7). This accreditation must assessment, security test and evaluation, and of operations plan. This accreditation, when Contracting Officer, shall be incorporated into the compliance requirement.

(3) On an annual basis, the contractor must submit verification to the Contracting Officer that the IT SSP remains valid.

k) The contractor shall afford the NSF, including the Office of Inspector General, access to the contractor's and subcontractors' facilities, installations, operations, documentation, databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of NSF data or to the function of computer systems operated on behalf of the NSF, and to preserve evidence of computer crime.

l) The contractor must not use or redistribute any NSF information processed, stored, or transmitted by the contractor except as specified in the contract.

m) At any time during the term of this contract or task orders issued hereunder, contractor personnel issued a Federal identity card and NSF building access card, or granted access to NSF e-mail or any other NSF information system, that do not require any further access, and/or at completion, expiration or termination of any such contract or task order where access has been granted, SHALL;

(i) Complete and submit the online Contractor/Guest Exit Form, which will result in termination of all access to any NSF e-mail accounts and information systems.

(ii) Report to the second floor guard station (presently located outside Room 225), identify themselves to the personnel present, and surrender their Federal identity card and NSF building access card.

n) Notify the Contracting Officer Technical Representative (COTR) and appropriate Property Custodian of any NSF equipment to be surrendered to NSF.

o) Contractor personnel will be considered not to require access to NSF facilities for work performance upon expiration of this contract or task orders issued hereunder.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

p) The contractor shall incorporate the substance of this clause in all applicable subcontracts.

## SECTION I – CONTRACT CLAUSES

### I.1 NOTICE OF HYBRID CONTRACT

This is a hybrid contract consisting of FFP, CPAF-C, FPIF, and CR contract types.

### I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2007
52.203-14	DISPLAY OF HOTLINE POSTER(S)	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION	APR 2008
52.204-10	REPORTING SUBCONTRACT AWARDS	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATE--MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997

SECTION I – CONTRACT CLAUSES

52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS	OCT 1997
52.216-16	INCENTIVE PRICE REVISION--FIRM TARGET	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-11	COST CONTRACT--NO FEE	APR 1984
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	APR 2008
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION	JUN 2007
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (a) Fill-in: \$ <u>zero</u>	JUL 1990
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2008
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-50	COMBATING TRAFFICKING IN PERSONS	AUG 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY 1995
52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC 2007
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.225-5	TRADE AGREEMENTS	NOV 2007
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN 2000
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-3	PATENT INDEMNITY	APR 1984
52.227-19	COMMERCIAL COMPUTER SOFTWARE LICENSE	DEC 2007
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (STATE)	APR 2003



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	AND LOCAL ADJUSTMENTS	
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS	JUN 2003
52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-1	COST ACCOUNTING STANDARD NOTICES AND CERTIFICATION	JUN 2000
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
	ALTERNATE I	FEB 2002
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE	JAN 1997
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN	AUG 2007
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED PRICE	AUG 1987
	ALTERNATE II (APR 1984)	
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II (APR 1984)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR 2007
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.245-9	USE AND CHARGES	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
	(MAY 2004)	
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**I.3 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

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

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

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

Notice to Employees

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION I – CONTRACT CLAUSES

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

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

### **I.4 52.222-49 – SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989)**

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: \_\_\_\_\_ [*offeror to insert places or areas*]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 3:00 p.m. EST, 10 days from Request for Proposal (RFP) release.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

### **I.5 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (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."

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

## SECTION I – CONTRACT CLAUSES

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

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the COTR.

### **I.6 52.227-3 PATENT INDEMNITY (JUL 1995) ALTERNATE I (APR 1984)**

(a) The contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the contractor, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the contractor, unless required by final decree of a court of competent jurisdiction.

(c) This patent indemnification shall not apply to the following items: None

### **I.7 52.237.7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)**

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the contractor's professional medical judgment, diagnosis, or specific medical treatments. The contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: \$1,000,000.

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(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the contractor changes insurance providers, the contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the contractor shall furnish to the Contracting Officer.

### **I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

## SECTION J – LIST OF ATTACHMENTS

### J.1 LISTING OF ATTACHMENTS

These attached documents include the following:

#	Description	Date	No. of Pages
1.	Award Fee Plan, inclusive of Performance Metrics (for CPAF-C portion of contract)	To be proposed by offeror	
2.	Performance Work Statement	To be proposed by offeror	
3.	Real Property Listing and Depreciation Tables	FY 2007 (On USAP website)	4
4.	Capital Equipment Greater Than or Equal to \$25,000	Sep 30, 2007 (On USAP website)	10
5.	Capital Equipment With Acquisition Cost Greater Than \$5,000 and less than \$25,000	Sep 30, 2007 (On USAP website)	36
6.	Assignable Leases/Charters	Jan 2008 – Listing to be posted to USAP website	
7.	Assignable Subcontracts	Listing to be posted to USAP website	
8.	Surveillance Plan(s), inclusive of Performance Metrics (for other than CPAF-C portions of the contract)	To be proposed by offeror	
9.	Labor Rates (with applicable Wage Determination) IAW Service Contract Act	To be proposed by offeror	
10.	Subcontracting Plan	To be proposed by offeror	

## SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

### K.1 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210 – Facilities Support Services.

(2) The small business size standard is \$32,500,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

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

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

(i) Paragraph (c) applies.

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

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

FAR Clause #	Title	Date	Change
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SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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.

**K.2 COST ACCOUNTING STANDARDS (CAS) NOTICES AND CERTIFICATION  
(JUNE 2000)**

*NOTE:*

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

**CAUTION:** In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or  
Federal Official Where Filed:

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The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

**II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

**III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES                       NO

**K.3 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**K.4 GOVERNMENT EMPLOYEE REPRESENTATION**

The offeror states that he/she is  is not  a Government employee, and does  does not  represent a business concern or other organization owned, or substantially owned, by one or more Government employees.

**K.5 IDENTIFICATION OF SUBCONTRACTORS**

The following provision is for use in administering Equal Opportunity Programs. Offerors shall list below known subcontractors whose subcontracts will exceed \$1 Million:

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**K.6 SUBCONTRACTOR INFORMATION**

If offeror proposes to subcontract any portion of this contract, the following subcontractor(s) information must be furnished.

SUBCONTRACTOR'S FIRM NAME

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SUBCONTRACTOR'S ADDRESS

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SUBCONTRACTOR'S CONTACT

---

SUBCONTRACTOR'S CONTACT TELEPHONE NUMBER

---

SUBCONTRACTOR'S ROLE IN THIS CONTRACT

---

SUBCONTRACTOR'S QUALIFICATIONS

---

SUBCONTRACTOR'S TRAINING

---

SUBCONTRACTOR'S REFERENCES

---

Name of Subcontractor	Address	Amount of Subcontract
_____	_____	_____
_____	_____	_____
_____	_____	_____

**K.7 SIGNATURE BLOCK**

I, the undersigned, do hereby attest that all representations and certifications made in this Section K are true.

Also, I, the undersigned, am aware of the penalties prescribed in 18 U.S. Code 1001 for making false statements in offers; and I am legally authorized to bind the company or organization represented.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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(Solicitation Number)

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(Name of Company/Organization Represented)

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(Address, including Zip Code)

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(Telephone Number, including Area Code)

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L.1 NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:**

### **FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
- 52.215-01 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) - ALTERNATE I (OCT 1997)
- 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
- 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) – ALTERNATE IV (OCT 1997)
- 52.216-01 TYPE OF CONTRACT (APR 1984)  
Type of contract is 'Firm-Fixed Price (FFP) for Transition-In; Cost-Plus Award Fee (Completion) (CPAF-C) for Integrated Ops & Science Support; Fixed-Price Incentive (Firm Target) for Construction/Special Projects; and Cost-Reimbursement (CR) for Leases/Charters/Travel/Other Direct Costs (ODCs), Materials, Material Handling and Transition-out'
- 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 2000)
- 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
- 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)
- 52.233-02 SERVICE OF PROTEST (SEP 2006)  
Para (a) Official or location is:  
National Science Foundation  
4201 Wilson Blvd  
Suite 475  
Arlington, VA 22230'
- 52.237-01 SITE VISIT (APR 1984)

**L.2 NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated in full text:**

### **L.2.1 FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

- 52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and

provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.acquisition.gov/far/>

## **L.2.2 OTHER SOLICITATION PROVISIONS IN FULL TEXT**

### **L.2.2.1 SUBMISSION OF COST OR PRICING DATA (FEB 2003) (TAILORED)**

(a) It is anticipated that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit cost or pricing data. However, if after receipt of proposals it is determined that adequate price competition does not exist, cost or pricing data (see FAR 15.406-2, Certificate of Current Cost or Pricing Data) shall be required.

(b) If it is determined that adequate price competition does not exist, the offeror shall provide current, complete and accurate cost or pricing data within the Calendar Days specified in the Contracting Officer's request.

### **L.2.2.2 FUNDING PROFILE**

The anticipated funding program for this requirement is set out below. These figures are approximate funding amounts only and are subject to change.

To be provided by the Government at RFP release.

## **L.3 PRE-SOLICITATION CONFERENCE**

A pre-solicitation conference will be held as indicated below:

Date: TBD

Time: TBD

Location: TBD

The following is a tentative agenda for the conference: TBD

## **L.4 OFFEROR'S LIBRARY**

The Government has established a website for additional information which may be relevant to the ASC acquisition. The website can be accessed at:

[http://www.nsf.gov/about/contracting/rfqs/support\\_ant/index.jsp](http://www.nsf.gov/about/contracting/rfqs/support_ant/index.jsp)

## **L.5 COMMUNICATIONS REGARDING THIS SOLICITATION**

Any communications in reference to this solicitation shall cite the solicitation number and appropriate page and/or section number of the solicitation and be directed exclusively to:

[www.USAPrecompete@nsf.gov](mailto:www.USAPrecompete@nsf.gov)



## **L.6 INSTRUCTIONS TO OFFERORS - PREPARATION OF PROPOSALS**

### **L.6.1 PROPOSAL PREPARATION AND SUBMISSION**

L.6.1.1 The Offerors' proposals should be specific, complete, and concise. Offerors are urged to examine this solicitation in its entirety and to ensure their proposals contain all necessary information, provide all required documentation, and are complete in all respects since proposal evaluations will be based on the actual material presented and not on the basis of what is implied.

L.6.1.2 The Offeror shall ensure that the cost proposal is consistent with the technical proposal in all respects since the cost proposal may be used as an aid to determine the Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding.

L.6.1.3 NSF may reject any proposal that fails to comply with all cost proposal instructions, including those for electronic submissions, as incomplete and technically unacceptable.

L.6.1.4 Calendar days, unless otherwise specified, will include Saturdays, Sundays, and legal Federal holidays. However, if the last day falls on a Saturday, Sunday, or legal Federal holiday, then the period shall include the next working day.

L.6.1.5 The term "offeror" as used herein refers to the single legal entity, a "U.S. Firm", submitting an offer to NSF. The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this contract. The entity must be legally established on or before the date of proposal submission. The entity shall be totally responsible for all contract requirements.

L.6.1.6 The term "subcontractor" as used herein generically identifies any other (sub-) entity included in the offeror's proposal as being responsible for performance of any of the work required by the resulting contract and is a member of a teaming arrangement formed by the offeror. The offeror must include full, accurate, and complete information on each of its subcontractors.

### **L.6.2 PROPOSAL FORMAT AND CONTENT**

L.6.2.1 Proposals shall be submitted in five (5) Volumes referenced below:

Volume I	Transmittal Letter and Administrative Volume
Volume II	Technical Proposal (Management Approach, Technical Approach, and Transition)
Volume III	Past Performance
Volume IV	Cost/Price
Volume V	Extent of Participation of Small Disadvantaged Business Concerns Performance Proposal

L.6.2.2 Offerors shall not include cost/price information in any other Volume. Each volume shall include the detailed information outlined below so that it can be

evaluated in accordance with the evaluation factors set forth in Section M, Evaluation Factors for Award.

L.6.2.3 Each volume of the proposal shall be separately bound in a three-ring loose leaf binder. Each volume shall contain, at a minimum, the information specified below:

- Cover Sheet – Clearly marked as to volume number, title, RFP number and offeror's name;
- Table of Contents;
- List of Tables and Drawings;
- Glossary/Acronym List of all abbreviations with an explanation for each.
- Cross-Reference Matrix;
- Requested Volume Information.

L.6.2.4 No classified information shall be included in the offeror's written proposal or the offeror's oral presentation if oral presentations are conducted.

### **L.6.3 PROPOSAL PAGE LIMITATIONS AND SUBMISSIONS**

L.6.3.1 Volume I, Transmittal Letter and Administrative, is not page limited. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMs (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.2 Volume II, Technical Proposal is limited to 200 pages. An original paper copy appropriately marked with fourteen (14) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version. Key Personnel Resumes are limited to three (3) pages, but shall be excluded from the 200 page limit.

L.6.3.3 Volume III, Past Performance is limited to 30 pages. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.4 Volume IV, Cost/Price is not page limited, but should only include cost or price information. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number. The CD shall be scanned

for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.5 Volume V, Extent of Participation of Small Disadvantaged Business Concerns is limited to 50 pages. An original paper copy appropriately marked with nine (9) paper copies and ten (10) electronic copies on separate CD ROMS (compatible with Word 2003) shall be provided. Each CD submitted shall include an external label with the Offeror's name, date of proposal, and the solicitation number. The CD shall be scanned for viruses prior to submission. In the event of an inconsistency between the CD and the paper-copy proposal, the paper copy shall be considered the intended version.

L.6.3.6 Title page/cover pages, tables of contents, cross-reference matrices, list of figures/acronyms, list(s) of tables and drawings, indexes, tab/page dividers, Letters of Commitment, client authorization letters, past performance information cover letter, past performance questionnaires, Subcontractor Consent Forms, and totally blank pages. Information that can be construed as belonging in one of the other Volumes of the proposal will be so construed and counted against that section's page limitation.

L.6.3.7 If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

L.6.3.8 Pages submitted in excess of the limitations specified in this provision will not be evaluated by NSF and will be returned to the Offeror.

L.6.3.9 Page Set-Up/Font Size/Lines on Page. Transmittal Letter and all volumes shall be prepared using Microsoft Office 2003. Only 8 ½ x 11 inch, portrait format pages are acceptable for text-oriented material (hereafter referred to as "text"). Landscape (8 ½ x 11 inch) pages are permitted for charts or graphs only. Text must be in Arial 11-point font size ("narrow" font versions are not acceptable) and have proportional spacing. Font size for graphics, figures and tables must be no smaller than 8-point with proportional spacing on embedded text except where data is only being used as a sample and readability is not intended. All formulas will be provided and/or visible on all calculated values on spreadsheets. Margins on edges of each page will be at least 1 inch with the exception that the left margin be 1 ½ inches. Text will be single spaced and separation between paragraphs will be double spaced. Single spacing may be used for figures and tables. Use single column formatting only; multi-column formatting is not allowed. Text must be wrapped around for figures and tables. Proposals must not be supplemented by reference documents except as specifically allowed in the RFP. Color may be used at the discretion of the offeror for graphics. Foldout pages are not permitted. DO NOT compress any electronic files. DO NOT password protect any portion of your electronic submission.

L.6.3.10 Page Numbering. Pages in each volume must be numbered sequentially and consecutively. Qualifying pages partially used will be counted as one qualifying page.

L.6.3.11 Page Labeling. Include RFP number, volume, and page number in the lower right hand margin of all pages. Blank pages will contain the marking "Page Intentionally Left Blank". It is the offeror's responsibility to ensure data considered sensitive is marked in

accordance with FAR 52.215-1. Company name and proprietary information notices must be placed in top and/or bottom margins.

L.6.3.12 Deviations/Waivers/Exemptions. The offeror shall include any requested waivers of any solicitation provisions or contract clauses and describe any exemptions from or deviations to any other solicitation requirements. Deviations/waivers/exemptions from these instructions will be reviewed by the Contracting Officer to ensure that no offeror receives an unlawful competitive advantage. Any unlawful competitive advantage may result in the proposal being determined noncompliant with the RFP requirements.

L.6.3.13 Disposition of Unsuccessful Proposals. In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful proposals. Unless the offeror requires otherwise, the Government will destroy extra copies of unsuccessful proposals.

L.6.3.14 Department of Labor (DOL) Position Titles. The Service Contract Act (FAR 52.222-49) is applicable to contract performance taking place within the United States. Offerors should make every effort to use applicable DOL Position Titles from the DOL Directory of Occupations and the Area Wage Determination (AWD) where appropriate. Every effort should be made to minimize the number of "conformed" employees. Minimizing conformed positions minimizes the time delay and administrative uncertainty associated with the DOL review and approval process. A "conformed" position is one in which the class of service employee (non-exempt) is not listed in the AWD and is classified (subject to DOL approval) by the contractor so as to provide a reasonable relationship between the unlisted position and the classifications listed in the AWD (Ref. CFR Title 29, Part 4.6). Persons that are employed in a bona fide executive, administrative or professional capacity and satisfy the conditions described in CFR Title 29, Part 541, are "exempt" from the wage requirements related to "service employees". The above definitions are a summary of portions of the CFR Title 29 and should be used for information only. Refer to CFR Title 29 and FAR 52.222-41 for more details.

## **L.7 PROPOSAL SUBMISSION INFORMATION**

L.7.1 The offeror shall submit an original and the required number of copies as listed at L.6.3 of Volume I (Administrative) and Volume III (Past Performance) of the proposal on or before \_\_\_TBD\_\_\_, 2009, 2:00 p.m. local time. The offeror shall submit an original and the required number of copies as listed at L.3.1(a) of all remaining volumes of the proposal on or before \_\_\_TBD\_\_\_, 2009, 2:00 p.m. local time, at the designated Government address. If the offeror elects to forward the proposal by means other than U.S. mail, it assumes the full responsibility for ensuring that the proposal is received by the date and time specified in this paragraph. Proposals must be sealed as if for mailing. Late proposals, modifications, revisions, and withdrawals will be treated in accordance with FAR 52.215-1. Be aware that heightened and varying security requirements may preclude or delay access to NSF; however, such circumstances will not provide a basis for acceptance of a proposal that arrives at the place specified after the exact time specified.

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.7.2 If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

L.7.3 Proposals must be addressed and labeled as follows:

MAILROOM: DO NOT OPEN (RFP \_\_\_\_\_)  
DELIVER DIRECTLY TO ROOM 475  
National Science Foundation  
Division of Acquisition and Cooperative Support (DACS)  
4201 Wilson Boulevard, Suite 475  
Arlington, VA 22230  
ATTN: Contracting Officer

If hand-carried, proposals must be delivered to the room number identified above (after being examined by security personnel).

L.7.4 The offeror shall include a point of contact (name, telephone number, e-mail address, and fax number) that can assist the Contracting Officer with questions/problems associated with the offeror's proposal submission.

**L.8 VOLUME I - TRANSMITTAL LETTER AND ADMINISTRATIVE INFORMATION**

L.8.1 Each offeror shall submit a Transmittal Letter and Administrative Information volume (at the specified time required by paragraph L.3.1). The transmittal letter shall be executed by a corporate executive with authority to bind the offeror to its proposal. The transmittal letter shall contain the following information at a minimum:

- The solicitation number;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each Contract Line Item Number (CLIN) or SubCLIN;
- Names, titles, and telephone, facsimile numbers and e-mail address of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.

L.8.2 The offeror shall comply with the following:

- a) The offeror shall submit a fully completed and executed Standard Form (SF) 33, Solicitation, Offer and Award with an original signature. The person executing

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

the SF-33 must have the authority to commit the offeror to all of the provisions of the resulting contract. In Block 14 of the SF-33, the offeror must acknowledge receipt of all amendments to the RFP as required by FAR 52.215-01.

- b) By signing and submitting the SF-33, the offeror commits to accept the resulting contract and accedes to the contract terms and conditions as written in the RFP, Sections A through K.
- c) Proposed prices for each CLIN and applicable SubCLIN for the Basic and all Options provided, unless provided by the Government, must be inserted in the spaces provided in Section B.
- d) For RFP Sections B through K, you are cautioned to review these sections carefully and complete any necessary fill-ins and certifications.
- e) The offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors (Representations). All of the offeror's parent organization(s) must separately complete, sign, and submit the Section K Representations.
- f) The offeror shall supply information on the offeror and all subcontractors' financial condition.
- g) The offeror shall provide copies of annual financial statements in the form of balance sheets, profit and loss statements, and annual reports for the offeror and subcontractors for the last three (3) consecutive years of operation, and other documentation to clearly explain its current financial strength, resource capability and current credit rating.
- h) The offeror shall provide copies of letters of intent or other agreements from financial institutions that have extended lines of credit to the individual contractor or team and the credit amount.
- i) The offeror shall provide Articles of Incorporation, By-Laws, Joint Venture Business Partnership Agreements (if applicable), and Business Reorganization data (applicable where offeror intends to establish a separate division or organizational function to serve as the contractor). For joint ventures only, the offeror shall provide a copy of the Joint Venture Business Partnership Agreement and a written narrative detailing the corporate parents' financial and other commitments to the joint venture.
- j) The offeror shall provide a narrative identifying which administrative systems are currently approved by the Government and the cognizant contracting/auditing activities. NSF reserves the right to verify any and all information with the cognizant activity. Cognizant activity contact information shall be provided, including name of activity, point of contact, telephone number, address, fax number and e-mail address.

- k) Organizational Conflict of Interest (OCI) Mitigation Plan: The potential for organizational conflict of interest exists during the performance of this contract. Accordingly it is the responsibility of each offeror to identify known and potential OCIs that may be encountered during the performance of this contract. Each offeror is required to submit a mitigation plan that addresses how your organization intends to resolve any organizational conflict of interest issues that may now exist or may be encountered during the performance of the contract. Only contractors submitting acceptable mitigation plans will be eligible for award. Refer to the Section H -13 OCI Clause to ensure your plan addresses all requirements.

## **L.9 VOLUME II - TECHNICAL PROPOSAL**

The Technical Proposal shall consist of the following sections:

- SECTION 1 - Management Approach
- SECTION 2 - Technical Approach
- SECTION 3 – Transition

### **L.9.1 MANAGEMENT APPROACH (Volume II, Section 1)**

L.9.1.1 The offeror must submit a comprehensive management plan that demonstrates a comprehensive understanding of the USAP mission and program requirements. The plan should address the inherent problems and issues involved in USAP planning and seasonal operations. However, any significant difficulties and obstacles that may be encountered when executing the proposed Performance Work Statement should be identified and addressed in the technical proposal. The offeror shall provide specific information that demonstrates the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in support of the USAP mission.

L.9.1.2 The offeror's management plan shall contain a description of the offeror's proposed strategy for operational and management interfaces with NSF and other related agencies as well as associate contractors (See clause H.16 for associate contractor names).

L.9.1.3 The offeror's management plan shall include a description of the proposed quality management/quality control system(s) it intends to implement. The plan should detail how the system(s) will control the quality of the contract services delivered and how the controls will enable the offeror to meet the priorities and performance expectations of NSF.

L.9.1.4 The offeror's management plan shall include an organizational structure that breaks down to the first level of supervision and key personnel. The offeror shall

provide a narrative supporting this break down. The proposal shall describe the management organization, lines of authority, and roles and responsibilities. All major functional areas which the offeror considers essential for the successful management and operation of the USAP shall be reflected in the organizational structure. The offeror shall describe how its proposed structure supports its overall management approach to effectively execute the program requirements that is also responsive to the environment, safety and health objectives of the USAP. The offeror shall demonstrate its ability to respond to the contractual performance issues and conditions, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain contract performance, quality, schedule, cost, and mission requirements. The offeror's organizational structure shall demonstrate the offeror's understanding of the overall program and the extent the structure will result in streamlined processes and greater effectiveness, efficiencies and reduced cost in support of the USAP mission.

L.9.1.5 Offerors proposing subcontractors, teaming arrangements, or joint ventures shall provide a subcontracting management plan. The subcontracting management plan shall describe the offeror's proposed management approach (stand alone corporation, teaming arrangement, joint venture, prime/subcontractors) to meeting USAP requirements and functioning as a seamless business unit. The subcontracting management plan should include a description of the strengths of the proposed management approach and demonstrate how the proposed approach will meet USAP requirements. The plan should include a description of how the offeror's approach will contribute to the efficient use of materials and human resources. For each teaming partner, joint venture partner or subcontractor, the offeror must explain how management control, for the purpose of this contract, will be exercised. The offeror shall identify each proposed team member, the contractual/business relationship between the offeror and each team member, and the function to be performed by each team member. The offeror shall provide information that demonstrates the subcontractor team and the offeror's level of corporate commitment. The subcontracting management plan shall include information that demonstrates the viability of the proposed structure. The plan shall include the structure of the proposed organization and information that demonstrates the offeror's ability to respond to the contractual performance issues and conditions, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain contract performance, quality, schedule, cost, and mission requirements. The subcontracting plan shall include information that demonstrates the offeror's understanding of the program's overall mission, objectives and requirements. The offeror's subcontracting management plan shall include information that demonstrates the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.

L.9.1.6 The offeror shall submit a comprehensive staffing and key personnel plan. The staffing and key personnel plan shall include the offeror's proposed key personnel considered to be essential to the successful accomplishment of the work



being performed under the contract. Within the plan, the offeror shall describe the responsibility, accountability, and decision-making authority vested within each proposed key personnel position. The offeror shall define the key personnel's working interfaces with NSF. The offeror shall provide information within the staffing and key personnel plan that demonstrates the extent of the offeror's understanding of programs overall mission, objectives and requirements and its ability to manage its subcontracts an efficient, effective and optimized manner. The offeror shall provide information within the staffing and key personnel plan that demonstrates the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.

L.9.1.7 At a minimum, the staffing plan shall provide:

- a) Resumes using the format shown in Attachment L-1 for the key personnel proposed. With the submission of resumes, the key persons and the offeror authorize NSF to contact any references and previous employers to verify accuracy of the resume.
- b) A description of its plan to obtain an appropriately skilled workforce and professional licensed positions, such as doctors and registered engineers, that match the positions to be filled. The offeror shall provide a consolidated listing, by position, of the professional certifications, licenses or credentials required and cross reference it to the organization chart.
- c) A description of the approach for ensuring the workforce maintains the appropriate mix of critical skills and qualifications necessary to accomplish the work requirements over the life of the contract.
- d) A list of the broad qualification criteria, including education, experience, and licenses/certifications for proposed executive, managerial and supervisory positions.
- e) A narrative to discuss the proposed contingency plan in the event that the USAP expands or reduces the contract effort based upon changes in work scope and available funding. The contractor's staffing may be impacted accordingly. The offeror shall explain how, if contract activities expand, staffing additions (including overhead-type positions) will be managed and how, if contract activities or funding is reduced, reduced staffing will be managed.

L.9.1.8 The offeror shall provide a surveillance plan. The offeror's surveillance plan shall furnish effective performance measures and metrics as well as incentives and disincentives which will permit the USAP to measure and evaluate the contractor's success in meeting and exceeding the key performance objectives. The offeror shall provide information that demonstrates the degree to which the offeror provides comprehensive performance metrics and incentives/disincentives directly related to meeting or exceeding mission critical performance requirements. The offeror shall provide information regarding how it's team members and major subcontractors will be integrated into the offeror's incentive/disincentive performance plan. The offeror shall

furnish metrics that are clear and relevant to performance, as well as ease of assessment/ measurement. The offeror shall furnish Incentives/disincentives that are appropriate and will result in improved performance.

**L.9.2 TECHNICAL APPROACH (Volume II, Section 2)**

The offeror shall furnish a comprehensive and integrated technical proposal addressing the methodology for achieving the objectives and minimum requirements of the five functional areas identified in the SOO. The offeror's technical approach shall be proposed within the constraints cited in the SOO and taking into account proposed resources, costs, risk, and schedule. Within the technical proposal, the offeror shall address the inherent risk of the offeror's proposed solution and the likelihood of its success. The offeror shall provide information that demonstrates the offeror's understanding of the programs overall mission, objectives and requirements. The offeror shall provide information that demonstrates the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission. At a minimum, the technical proposal shall address the following areas:

- a) **Technical Management and Administration:** The offeror shall describe its approach to managing the contract and providing services around the principal objective of supporting the science. The offeror shall provide information that demonstrates the offeror's understanding of the technical management and administration functional area objectives and minimum requirements.
- b) **Science Support:** The offeror shall clearly demonstrate its understanding of the Science Support functional area objectives and minimum requirements. The offeror's proposal shall describe and clearly distinguish between science support planning and science support implementation functions. Science Support planning must be forward looking with the capability of developing hypothetical resource requirements based on possible future directions of the science. Science Support implementation constitutes successful execution of the negotiated requirements for funded grants in Antarctica.
- c) **Information Technology and Communications:** The offeror's proposal shall demonstrate a clear understanding of the similarities and differences in operating and maintaining the IT and Communications infrastructure in the U.S. and in Antarctica, and how that affects the offeror's approach to meeting the IT and Communications requirements. The offeror shall clearly demonstrate the offeror's understanding of the IT and communications functional area objectives and minimum requirements.
- d) **Infrastructure, Operations, and Professional Services:** The offeror's proposal shall clearly demonstrate how the offeror will plan and execute services required to support permanent and temporary facilities and infrastructure. The offeror shall clearly demonstrate its understanding of the Infrastructure,

Operations, and Professional Services functional area objectives and minimum requirements.

- e) Transportation and Logistics: The offeror's proposal shall clearly demonstrate how the offeror will operate a fully integrated supply chain and optimize the physical footprint of personnel and assets. The offeror shall describe its approach to all of the elements of the supply chain with the goal of achieving and sustaining an efficient re-supply, inventory management, and retrograde system. The offeror shall clearly demonstrate its understanding of the transportation and logistics functional area objectives and minimum requirements.

### **L.9.3 TRANSITION (Volume II, Section 3)**

L.9.3.1 The offeror shall furnish a comprehensive and integrated transition plan addressing the methodology for both phasing into and out of the contract (see Section F for the applicable periods) to minimize changeover difficulties and to maximize continuity of services to the Government. The offeror's transition-in plan shall demonstrate how the offeror will assume full contractual responsibility for the entire proposed performance work statement. The offeror's transition-out plan shall demonstrate how the offeror will transition full responsibility of the contract operations.

L.9.3.2 At a minimum, the transition plan (inclusive of the transition-in and transition-out plans) shall include the following:

- a) Mobilization of transition team and project office;
- b) Specific transition tasks to be executed and how they will be managed.

L.9.3.3 The Transition Plan shall be presented as a schedule in graphic format showing the timing and sequence of mobilization tasks. The transition schedule shall be supplemented by explanatory narrative.

- a) The offeror shall designate principal transition team members by name, position, start date, and responsibilities.
- b) If transfer of existing USAP databases to other hardware/software formats is proposed, the offeror shall explain how and when the proposed formats/systems and their capabilities will be demonstrated prior to effecting any transfer.
- c) The offeror shall furnish a plan to assume subcontracts, real property leases, other agreements, commercial air travel agreements, marine charters, subcontracts, and other instruments that will impact the offeror's ability to commence performance on the contract start date.
- d) The offeror shall identify the risks to the transition effort and include mitigation and contingency plans in the event the transition cannot be executed on schedule.

L.9.3.4 Transition-In – The offeror shall submit a plan that demonstrates its ability to assume full contractual responsibility for sustaining the USAP without degradation of high quality services within the first six (6) months of contract performance. The offeror will provide the schedule and milestones for implementing the entire proposed PWS based on the understanding of programs overall mission, objectives and requirements and its ability to manage its subcontracts an efficient, effective and optimized manner. The offeror shall provide information that demonstrates the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.

L.9.3.5 Transition-Out - The offeror shall submit a plan that demonstrates its ability to transition full contractual responsibility for sustaining the USAP without degradation of high quality services for the final six (6) months of contract performance.

## **L.10 VOLUME III - PAST PERFORMANCE**

L.10.1 Each offeror shall submit a past performance volume (at the specified time required by paragraph L.3.1) which identifies contracts with recent and relevant performance. Recency is defined as performing within the past five (5) years from the RFP release date. Relevancy is defined as past performance which exhibits: similar program complexity; similar size; similar contract type; similar scope and contract environment (defined as responsibility for a large operations and maintenance support operation in a sustained harsh environment); same division of company doing the work; same critical subcontractor interaction; same division; same teaming offerors; and/or, similar cost/price. Offerors should also refer to the subfactors under the Technical Factor in this RFP to determine relevancy of past performance. Past performance information may include data on efforts performed by other divisions, corporate management, and critical subcontractors or teaming contractors, if such information is relevant to the subject acquisition and will influence the performance of the proposed effort.

L.10.2 The offeror shall identify a minimum of three (3) contracts which meet the recency definition and are considered relevant to this requirement. If the offeror has not performed or is not currently performing three (3) contracts which are recent and relevant, it shall identify as many similar contracts as it has performed or is performing. Offerors are cautioned that the Government will use data provided by each offeror in this volume that is determined by the Government to be relevant to the effort at hand and data obtained from other sources.

L.10.3 The offeror shall provide the following information in connection with each of the contracts identified in a) above:

- Offeror's or subcontractor's Company/Division Name/Business Unit performing the work
- Program Title
- Address of the Government agency (Federal, state or local), contracting activity or company name;

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- Contract/subcontract number;
- Contract type;
- Original contract dollar value and current contract dollar value, and a brief description for any difference;
- Current status of the contract, i.e., in-progress, completed, etc . . .
- Final amount invoiced (if completed) or amount invoiced to date (if on-going);
- Date of contract award and period of performance (including option periods and award term periods, if applicable);
- A brief description of contract effort and the services performed;
- State performance responsibility as either prime contractor or subcontractor;
- Description of contract work and relevancy to the subject RFP requirements
- Description of problems or obstacles encountered on the contract and corrective actions taken to resolve the problems or obstacles;
- Name, mailing address, e-mail address, telephone number, and fax number of the following contract references:
  - i. Contracting Officer or company business manager and Administrative Contracting Officer, and
  - ii. Contracting Officer Technical Representative or company principal technical point of contact.

L.10.4 The offeror shall list and describe any quality awards or certifications earned on the contracts listed in a) above. Such awards and certifications include the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications. Identify whether the award was for a specific division of the company or the entire company. Identify the period covered by the award or certification.

L.10.5 The Government reserves the right to contact the offeror's references and any other parties in order to verify and obtain performance information.

L.10.6 The offeror shall complete the Past Performance Cover Letter (Attachment L-2) (or equivalent) and send to its clients forwarding the Past Performance Questionnaire (Attachment L-3), which is intended to be submitted by the client directly to the NSF Contracting Officer. Offeror shall also submit written consent from its proposed subcontractors to allow the Government to discuss the subcontractors' past performance evaluation with the offerors.

**L.11 VOLUME IV - COST/PRICE PROPOSAL**

L.11.1 *Note:* By submitting a proposal, the offeror grants the Contracting Officer or an authorized representative the right to examine records that formed the basis of the

cost/price proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed cost/price.

L.11.2 General Instructions

The offeror shall provide the following information:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Date of submission;
- (4) Name, telephone number, fax and e-mail address of point of contact;
- (5) Name of contract administration office (if available);
- (6) Proposed total cost and fees;
- (7) Whether the organization is subject to cost accounting standards (CAS); whether the organization has submitted a CAS Disclosure Statement, and if it has been determined adequate; whether the organization has been notified that it is or may be in noncompliance with the Disclosure Statement; an explanation for any aspect of this proposal that is inconsistent with the organization's disclosed practices or applicable CAS; and, whether the proposal is consistent with the organization's established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
- (8) Offerors shall agree to and include the following statement with the cost/price proposal submission: "This proposal reflects our estimates and/or actual costs as of this date and conforms to the instructions in FAR 15.403-5(b) (1). By submitting this proposal, we grant the Contracting Officer and authorized representative(s), the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form, or other supporting information specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed cost/ price"; and
- (9) Name, title and signature of authorized representative.

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L.11.3 Any information reasonably required to explain the offeror's estimating process must be submitted with the proposal, including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and any assumptions that were made. Contingencies shall not be included in the proposed cost/price.

L.11.4 Cost/Price Reasonableness and Realism

Offerors are required to submit "other than cost or pricing data" information which will be used to evaluate the reasonableness and realism of the proposed cost/price. Compliance with these instructions is mandatory and failure to comply may result in rejection of a proposal. Note that unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the offeror does not understand the requirement or has made an unrealistic proposal. Offers should be sufficiently detailed to demonstrate their reasonableness and realism. The burden of proof for credibility of proposed costs/prices rests with the offeror.

L.11.5 Estimating Techniques and Methods

When responding to the Cost/Price volume requirements in the solicitation, the offeror and associated subcontractors may use any generally accepted estimating technique. If necessary, reasonable and supportable allocation techniques may be used to spread hours and/or costs to lower levels of the Work Breakdown Structure (WBS).

L.11.6 Cost and Pricing Information

L.11.7 Cost and pricing information (defined as "other than cost or pricing data") shall be submitted for the prime and all subcontractors. Subcontractors wishing to protect proprietary cost information may submit their information directly to the NSF Contracting Officer; however, they must comply with all RFP labeling requirements and other RFP requirements, i.e., formatting, minimum information, etc... Cost and pricing information beyond that required by this instruction shall not be submitted, unless the offeror/subcontractor consider it essential to document or support a cost/price position. All information relating to the proposed cost/price including all required supporting documentation must be included in the Cost/Price volume. Under no circumstances shall cost or pricing information/documentation be included elsewhere in the proposal.

L.11.8 In accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data may be required to support cost/price reasonableness and realism. Information shall be provided in accordance with FAR 15.403-5. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall be required to submit cost or pricing data. Should adequate price competition not exist after receipt of proposals, the provisions of FAR Part 15.403-4 shall apply, and the offeror will be asked to provide certification of cost or pricing data.

L.11.9 Volume Organization

The Cost/Price volume shall consist of the following sections:

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SECTION 1 - Table of Contents; summary descriptions of estimating, purchasing, and accounting systems; changes to estimating, accounting practices, or Cost Accounting Standards (CAS) Disclosure Statement; and, any other required information not included in Sections 2 and 3.

SECTION 2 - Cost or pricing information and supporting data, to include estimating methodology, purchasing system, accounting system, etc. . .

SECTION 3 - Other information such as Government Furnished Property/Government Furnished Equipment (GFP/GFE), base support and inflation rate summary. List each exception to the ground rules and assumptions provided in the solicitation and each qualification of the Cost/Price volume, if any. Provide complete rationale for any exceptions.

L.11.10 Estimating Methodology

L.11.10.1 Estimating System

Provide a summary description of the offeror's standard estimating system or methods. The summary description shall cover each major cost element separately (e.g., labor, indirect costs, other direct costs, overhead, G&A, etc.). The offeror shall identify any deviations from standard estimating procedures used in preparing the cost/price proposed. Indicate whether the offeror has Government approval of its system and if so, provide evidence of such approval.

L.11.10.2 Purchasing System

Provide a summary description of the offeror's purchasing system or methods (e.g., how material requirements are determined, how sources are selected, when firm quotes are obtained, what provision is made to ensure quantity and other discounts). Also, identify any deviations from standard procedures used in preparing this proposal. Indicate whether the offeror has Government approval of its system and if so, provide evidence of such approval.

L.11.10.3 Accounting System

Indicate whether the offeror has Government approval of its accounting system and if so, provide evidence of such approval. Also, identify any deviations from standard procedures used in preparing this proposal.

L.11.10.4 Labor Hours

If labor hours have been estimated based upon other than past experience, provide detailed rationale on how they have been estimated.

L.11.10.5 Labor Category Skill Mix

Explain how the proposed labor category/skill mix has been derived. Provide a brief description of the personnel classifications or job evaluation plans identifying the classes of labor and determining title and pay levels for individuals employed by your company.



Also identify any deviations from the offeror's standard procedures in preparing this proposal.

L.11.10.6 Subcontractors and Interdivisional Transfers

Submit a list of the proposed subcontractors and interdivisional transfers showing (a) the supplier, (b) description of effort, (c) type of contract, and (d) cost/price included in the offeror's proposal to the Government.

L.11.10.7 Schedule of Rates

Submit a schedule showing all proposed direct and indirect rates by Government fiscal year. This schedule is to include (but separately identify) contractor, subcontractors and interdivisional rates. If subcontractor or interdivisional rates are not available due to their proprietary nature, these companies shall submit their rate information directly to the NSF Contracting Officer referencing this solicitation number and must comply with all other submittal requirements mentioned above.

L.11.10.8 Submission of Cost Models

The offeror is required to submit electronic cost/price models in support of its proposed costs/prices as stated above. All cost/price models submitted must be consistent with the approved estimating system and must duplicate the logic and mathematical formulas reflected in the paper copies of the proposal. Cost/price models submitted must comply with the following format requirements:

- a) Data file shall be submitted on a CD-ROM.
- b) Data files shall be accessible by a PC-based computer running MS Windows 2003.
- c) Data file shall be .XLS file format (MS-Excel 2003) compatible format in the formula (not value) format (i.e. the cells contain the formula not just the end value).
- d) Do not password protect cost/price models.
- e) All electronic spreadsheets shall be self calculating and shall not contain hidden cells.

L.11.10.9 The Cost/Price Proposal shall include the following:

- a) Transition-in – The offeror shall provide a cost estimate for all transition activities. Proposed costs must be broken down to the WBS level 3 by the following major cost elements: direct labor (number of labor hours and dollars), fringe, travel, and other direct costs. Proposed indirect cost rates shall also be included. The transition-in CLIN is firm-fixed price and proposals will be evaluated using price analysis.

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- b) Cost Model – Provide a cost model that estimates the total cost (all costs and fees inclusive) to the Government over the performance period (including basic and all options). The cost model and basis of estimate (BOE) information used to calculate the total cost shall be included. The cost model and BOE information shall be consistent with the proposed PWS and Contract Work Breakdown Structure (WBS) and cross referenced to the SOO functional areas. Offerors shall use the format set out in Attachment L-4 for preparing the overall cost model.
- c) The cost model shall reflect the offeror’s overall technical solution and must incorporate any additional proposed firm-fixed price areas.
- d) For each WBS description, provide staffing by position title and Full Time Equivalent (FTE). Define the number of hours per FTE man year. Provide an explanation where special arrangement for shift time duty or other requirements are necessary. Provide the costs in accordance with Attachment L-5 and the required RFP cross-reference matrix to permit NSF to track proposed labor to tasking (consistent with WBS level 3) to support cost realism analysis.
- e) Provide an explanation of any unusual costs related to fulfilling difficult support requirements.
- f) Provide position salary rates (blended or actual), escalation rates, and any other cost assumptions used that will assist NSF in evaluating the Cost/Price Proposal.
- g) Provide a functional or summary analysis for each WBS element describing the tasks to be performed under the WBS. NSF requires WBS detail to level 3.
- h) Address any special items of cost such as subcontracts, leases, and charters that will be managed and any special cost items.
- i) Cost and price data must be linked to the Technical Proposal and CLIN/SubCLIN structure.
- j) The following information shall be provided for the offeror and subcontractors:
  - i) Disclosure Statement, or a Cost Policy Statement explaining treatment of classifications of indirect cost, direct cost, and under what circumstances costs are charged as both direct and indirect.
  - ii) Fringe benefit rates and calculations for each class of employee.
  - iii) Copies of negotiated or approved indirect cost rate agreements and forward pricing rate agreements.
  - iv) Explain If proposed indirect costs for this award differ from the approved negotiated rates.

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v) The cognizant Government audit agency and, if applicable, Government contract administration agency:

- Name of agency
- Point of contact at agency
- Telephone number
- Fax number
- E-mail address

k) The offeror shall submit a copy of its Cost/Price Proposal to the cognizant Government audit agency concurrent with its submission to NSF.

**L.12 VOLUME V – EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS**

L12.1 Subcontracting Plan

If the offeror is other than small business, the offeror shall submit a Small Business and Small Disadvantaged Business Subcontracting Plan, in accordance with FAR Subpart 19.7 and FAR 52.219-9. Failure to submit such a plan will render the offeror ineligible for award. The goals, stated below, should be used as guidance for developing a subcontracting plan in response to this RFP. In addition, offerors shall also provide a record of previous performance in carrying out the goals of subcontracting plans by filing the annual and semi-annual reports in the Electronic Subcontracting Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov). If the offeror has had no previous contracts requiring a subcontracting plan, include a statement to that effect in the proposal. The goals listed below represent the dollar percentage of subcontract dollars. Provide details, percentages, performance incentives, and evidence of corporate commitment for each small business category addressed. In addition, offerors shall provide the anticipated dollar amount for each of the small business categories. The dollar amount provided will be compared to total contract dollars to determine a percentage of total contract dollars for each of the categories:

Total Small Business	28.3%
8(a) Business	2.5%
Small Disadvantaged Business	5.0%
Women-Owned Business	5.0%
HUBZone Business	3.0%
Service Disabled Veteran Owned Business	3.0%

L.12.2 *NOTE:* Contract awards placed by both the prime contractor and all first tier subcontractors may count towards achieving the goals set forth above.

**L.13 CROSS REFERENCING**

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Each volume shall be written to the greatest extent possible on a stand-alone basis so that its content may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal. Cross-referencing within a proposal is permitted where its use would conserve space without impairing clarity.

**L.14 CROSS REFERENCE MATRIX**

General instructions regarding the completion of the Cross Reference Matrix: If this matrix conflicts with any other requirement, direction or provision of the solicitation, the other reference shall take precedence over this matrix. Section M references in the matrix are for informational purposes only and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of the Section M of the solicitation.

Cross-Reference Matrix to be completed by the offeror:

SOO Para	PWS	Section F Deliverable Reference	Work Requirement	RFP Para	Offeror's Volume, Chapter, Page & Para Proposal Ref	CLIN/ SubCLIN	Section L	Section M

**L.15 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 365 calendar days after the required date for receipt of offers (proposals).

**L.16 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)**

This acquisition is unrestricted and contains no set-aside provisions. The applicable North American Industry Classification System (NAICS) code is 561210, Facilities Support Services, which has a small business size standard of \$32.5M.

**L.17 ALTERNATE OFFERS (PROPOSALS)**

Alternate offers (proposals) are not solicited and will not be evaluated.

**L.18 FALSE STATEMENTS**

Offers and proposal information must set forth full, accurate, and complete information. The penalties for making false statements is prescribed in 18 U.S.C. 1001.

**L.19 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION**

This RFP does not commit the Government to pay any costs incurred in the submission of any offer (proposal) and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

**L.20 NON-FEDERAL PERSONNEL SUPPORT**

Offerors are advised that NSF support contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific advice on specialized matters or on particular problems. These contractor personnel will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. The contractor personnel shall be expressly prohibited from scoring, ranking, or recommending the selection of an offeror for contract award.

**L.21 RESPONSIBLE PROSPECTIVE CONTACTORS**

NSF may solicit pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

**L.22 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION**

Proposals/offers will not be returned, except for timely withdrawals. Proposals not required for official record retention will be destroyed.

**L.23 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF INCUMBENT CONTRACTOR**

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this RFP. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

**L.24 SERVICE OF PROTEST (FAR 52.232-2, AUG 1996)**

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and any protests that are filed with the General Accountability Office

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

(GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from National Science Foundation, Division of Acquisition and Cooperative Support, 4201 Wilson Boulevard, Suite 475, Arlington, VA 22030, ATTN: Contracting Officer. The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

**L.25 AWARD OF CONTRACT TO U.S. FIRMS AND CITIZENS ONLY**

The resulting contract from this solicitation shall be made only to a U.S. Firm. Any teaming through subcontracting must be between U.S. Firms. "U.S. Firm" is defined as an organization which is incorporated and located within the United States of America. Additionally, all personnel performing work being reimbursed to the contractor as a direct cost, or by the contractor to its affiliates, consultants, or subcontractors as a direct cost under any sub-agreement, must be U.S. citizens or permanent residents. The exceptions to the above are subcontracts for (i) host country activities in New Zealand, Chile, Argentina, and other countries from which the U.S. Antarctic Program operates from time-to-time; and (ii) specialized maintenance, testing and calibration services.

**L.26 DISCREPANCIES**

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the Contracting Officer in writing with supporting rationale.

**L.27 EXCEPTIONS TO TERMS AND CONDITIONS**

Exceptions taken to terms and conditions of this RFP, to any of its formal attachments, or to other parts of the RFP shall be identified as such. Each exception shall be specifically related to each paragraph and/or specific part of the RFP to which the exception is taken. Provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule and cost and specific requirements of the RFP. This information shall be provided in the format and content of the RFP Exceptions Table below. Failure to comply with the terms and conditions of the RFP may result in the offeror being removed from consideration for award.

RFP Exceptions Table to be completed by the offeror:

<b>RFP Document (SOO, etc...)</b>	<b>Page and Para</b>	<b>Requirement</b>	<b>Rationale</b>

**L.28 GOVERNMENT FURNISHED PROPERTY (GFP) AND GOVERNMENT FURNISHED EQUIPMENT (GFE)**

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

The offeror shall identify any additional GFP/GFE requirements in excess of that identified in the RFP.

**L.29 LIST OF ATTACHMENTS TO SECTION L**

- Attachment L-1 - Key Personnel Resumes
- Attachment L-2 - Past Performance Cover Letter Sample
- Attachment L-3 - Past Performance Questionnaire
- Attachment L-4 - Cost Model
- Attachment L-5 – Work Breakout Structure
- Attachment L-6 – List of Acronyms

**ATTACHMENT L-1**

**KEY PERSONNEL RESUME**

If extra space is required, provide additional pages and cross-reference additional information to the paragraph number.

1. Name of Offeror: \_\_\_\_\_

2. Name of Key Person: \_\_\_\_\_

3. Proposed Position: \_\_\_\_\_

4. Name of Company/Partner Key Person will work for: \_\_\_\_\_

5. Duties and responsibilities in proposed position tied to the SOW identified in the RFP:

\_\_\_\_\_  
\_\_\_\_\_

6. Chronological work history - Start with the current position and work backwards:

A. Name and Address of the Firm:

\_\_\_\_\_

B. Position Held:

\_\_\_\_\_

C. Dates of Employment: \_\_\_\_\_

D. Summary of responsibilities, accomplishments, and results: (Provide a concise description of major duties and responsibilities for each job relevant to the proposed position. Include specific examples demonstrating the ability to develop and implement innovative approaches and adopt practices that foster continuous improvement, challenge the status-quo and existing paradigm in formulating and implementing safe, high quality, timely, and cost-effective programs. List the type and number of personnel supervised.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E. Name, Title, Phone Number, and E-mail of Supervisor:

\_\_\_\_\_

\_\_\_\_\_



SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

7. Education - List degrees, disciplines, years, institutions:

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8. Citizenship:

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9. Level of current security clearance (if any):

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10. Professional affiliations/registrations:

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11. Publications, awards, honors, and professional recognition:

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12. Explain why the individual's education, experience, leadership, and demonstrated performance have prepared him/her for the proposed position:

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13: References (list three) - Name, Title, Address, Telephone Number, e-mail:

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14: Signature of Key Person:

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By submission of this information, the Key Person and offeror authorize NSF to contact references and previous employers provided to verify accuracy. NSF may consider the information received in evaluation of the offeror's proposed key personnel.

**ATTACHMENT L- 2**

**PAST PERFORMANCE COVER LETTER SAMPLE**

**FOR OFFICIAL USE ONLY**

**SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)**

Request for Proposal # \_\_\_\_\_

Past Performance Cover Letter for \_\_\_\_\_

Dear "Client Name":

We are currently responding to the National Science Foundation Request for Proposal No. \_\_\_\_\_ for the management and operation of National Science Foundation activities for the United States Antarctic Program (USAP). USAP represents the national effort in Antarctica for scientific research conducted by universities and research institutions, as well as by other Federal agencies. The USAP is responsible for enabling the success of science programs in Antarctica through sustaining logistics and support infrastructure at permanent stations, remote field camps, laboratory facilities, and on research vessels.

The contractor selected for the Antarctic Support Contract shall operate and maintain the United States' facilities in Antarctica and will be responsible for a wide range of activities which include:

- Technical Management and Administration;
- Science Support;
- Information Technology and Communications;
- Infrastructure, Operations, and Professional Services; and,
- Transportation and Logistics.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, we are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr. /Ms. \_\_\_\_\_ of your organization as the point of contact based on their knowledge concerning our work.

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**SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)**

**FOR OFFICIAL USE ONLY**  
**SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)**

We would appreciate you filling out the attached questionnaire and faxing it directly to the National Science Foundation no later than 7 calendar days after receipt of this letter:

National Science Foundation (NSF)  
Office of Polar Programs  
FAX : (703) 292-9080

We request, whenever possible, that you expand upon answers on the questionnaire by providing comments/supporting narratives instead of just circling the appropriate answer. Since your response must be combined with other responses to obtain an overall past performance evaluation, a short suspense is required to meet the schedule.

Thank you for your assistance.

Signature Block of Offeror:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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**SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (When filled in.)**

**ATTACHMENT L - 3**

**PAST PERFORMANCE QUESTIONNAIRE**

**FOR OFFICIAL USE ONLY**

**SOURCE SELECTION SENSITIVE IAW FAR 2.101 & FAR 3.104 (WHEN FILLED IN )**

If extra space is required, provide additional pages and cross-reference additional information to the paragraph number.

Request for Proposal # \_\_\_\_\_

Program Title \_\_\_\_\_

**A. General Information**

1. Complete Name of Offeror \_\_\_\_\_

2. Offeror's Address, Telephone Number, and Facsimile Number (with Area Code) \_\_\_\_\_  
\_\_\_\_\_

3. Contract Number and Type of Contract \_\_\_\_\_

4. Dollar Value of Contract \_\_\_\_\_

5. Period(s) of Performance \_\_\_\_\_

6. Program Title and Brief Description \_\_\_\_\_

7. Name/Title of the Person completing the Questionnaire  
\_\_\_\_\_

8. Signature: \_\_\_\_\_

**B. Instructions**

Please complete this questionnaire based on the following guidance:

1. Indicate, based on the adjectival definitions below, the contractor's performance on the identified program. Assessments should reflect only contractor liable performance.

2. Handwritten responses are sufficient.

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3. Please circle an adjectival rating corresponding to your answer, or circle “Neutral” if you are unable to provide a score for an area.

*Outstanding*

Performance substantially and consistently exceeded contract requirements. Contractor displayed an overall superior understanding of contract requirements and used innovative/creative approaches leading to enhanced performance. Contractor was very response to resolving issues associated with performance.

*Very Good*

Performance exceeded minimum contract requirements. Contractor did not demonstrate innovation/creativity to achieve contract requirements. Contractor was response to resolving issues associated with performance.

*Satisfactory*

Performance met minimum contract requirements.

*Marginal*

Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one of more significant performance areas. Contractor was non-responsive in rectifying problems.

*Unsatisfactory*

The contractor failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.

*Neutral*

There was no relevant contract performance associated with this question.

4. Please provide narrative explanations for your answers. Each question should have adequate space for your comments. If more space is needed, attach additional sheets to the end of the questionnaire and reference the respective question.

5. You are urged to supplement your own knowledge of the offeror’s performance with the judgment of others in your organization. In addition to completing the attached questionnaire for the program, we solicit your comments on other similar programs for which your office has contracts with this offeror.

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6. Please fax your completed questionnaire within (7) days after receipt to:

National Science Foundation (NSF)  
Office of Polar Programs  
FAX : (703) 292-9080

For any rating(s) less than Satisfactory, please attach an explanatory narrative.  
We greatly appreciate your time and assistance in completing this questionnaire.

**C. Past Performance Evaluation**

**1. Management Approach**

a. Did the contractor understand the Program's overall mission, objectives, and requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

b. Did the contractor effectively manage all aspects of the contract in an efficient, effective and optimized manner?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

c. Was the contractor's organizational structure sufficient to meet contractual performance issues and conditions?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

d. Did the contractor implement effective risk mitigation strategies to maintain contract performance, quality, schedule, cost, and mission requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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e. Was the contractor effective in managing teaming arrangements and management of subcontractors?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

f. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

g. Did the contractor propose comprehensive performance metrics and incentives/disincentives to assess performance requirements?

---

---

Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

h. How well did the contractor meet or exceed performance metrics?

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---

Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

i. Did the contractor ever receive an incentive or disincentive during performance?

---

---

Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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j. How well did the contractor manage regulatory compliance programs and regulatory interfaces?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

2. Technical Approach

a. How well did the contractor demonstrate a clear understanding of the PWS/SOW and provide the technical management and administration necessary to meet mission requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

b. How well did the contractor support the scientific mission through comprehensive planning, provision of resources, and support for field and laboratory work?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

c. How well did the contractor demonstrate a through understanding of Information and Technology (IT) and communications objectives and requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

d. How well did the contractor effectively provide modern, robust IT&C infrastructure and modern services ensuring effective and efficient operations, administration and support of mission requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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e. How well did the contractor plan, manage, and execute necessary services required to support permanent and temporary facilities, roads, airfields, ports, utilities, fuel systems, and all other infrastructures?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

f. How well did the contractor demonstrate the use of a fully integrated supply chain and cargo and personnel movement network (air, land, and sea)?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

g. How well did the contractor demonstrate a through understanding of how to use industry standard supply chain systems to achieve integrated management of an entire logistics function (including personnel and cargo)?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

h. Was the contractor's Environment, Safety & Health (ESH) program compliant with contract requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

i. How effective was the contractor's ESH program protect workers, the public and the environment?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

j. Did the contractor develop and implement an effective quality assurance program?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

3. Transition

a. How well did the contractor provide an effective and efficient transition from the previous contractor, including effectively managing human relations and labor issues?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

b. How responsive was the contractor to the Government in correcting problems associated with a phase-in period?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

c. How well did the contractor handle responsibilities associated with the transition of full contractual responsibility for sustaining mission operations and goals without degradation of high quality services during the final six months of performance?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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d. How responsive was the contractor to Government in correcting problems associated with a phase-out period?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

4. General Technical Information

a. Was the contractor ever terminated for convenience or default? \_\_\_\_\_ If so, please explain.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

b. Did the contractor ever receive a cure letter or show cause letter due to poor performance under the contract? If yes, please explain.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

c. How well did the contractor meet delivery schedules in the contract?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

d. Did the contractor deliver quality work? If not, please explain.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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a. Please describe any major problems or obstacles encountered while working with the contractor.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

b. Overall, how well did the contractor perform?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

g. Was there a positive or negative trend in contract performance (“Unsatisfactory” would be a very negative trend, “Outstanding” would be a very positive trend).

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

h. Did the contractor communicate with you regularly and effectively? Did you ever want for information?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

i. Was the contractor perceptive, especially with respect to understanding your mission? If not, please explain?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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j. How proactive was the contractor in addressing technical issues?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

k. How proactive was the contractor in addressing and solving contractual issues?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

l. How well did the contractor effectively execute the PWS/SOW requirements?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

m. Would you contract with this contractor again? Why or why not?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

5. Cost/Price Information

a. Did the contractor use an effective project management system that included planning, budgeting, status tracking, cost reporting, baseline management, critical path analysis, and work breakdown structure? If so, was it effective?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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b. How responsive was the contractor to variations in workload, available funding and financial policy?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

c. How well did the contractor adhere to cost estimates?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

d. How well did the contractor control costs?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

e. Were there cost overruns on the contract? If so, please explain the amount and whether the cost overruns were a result of the Government or contractor.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

f. Were there cost overruns on the contract? If so, please explain the amount and whether the cost overruns were a result of the Government or contractor.

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

g. What level of Government intervention was required to achieve the desired program success in the cost area?

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Outstanding      Very Good      Satisfactory      Marginal      Unsatisfactory      Neutral

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SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

h. Did the contractor have a record of compliance with audit recommendations and findings? If not, please explain. Also, please specify which audit organization provided the recommendations and/or findings. (i.e.: Office of the Inspector General, Defense Contract Audit Agency, Defense Contract Management Agency, etc.)

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Outstanding   Very Good   Satisfactory   Marginal   Unsatisfactory   Neutral

6. Extent of Participation with Small Business Concerns

a. How well did the contractor meet small business subcontracting goals?

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Outstanding   Very Good   Satisfactory   Marginal   Unsatisfactory   Neutral

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**ATTACHMENT L – 4**

**COST MODEL**

*Refer to Excel spreadsheet attachment in FedBizOpps.*



**ATTACHMENT L-5**

**WORK BREAKOUT STRUCTURE**

*Refer to Excel spreadsheet attachment in FedBizOpps.*

**ATTACHMENT L-6**

**LIST OF ACRONYMS**

**LIST OF ACRONYMS**

**A**

ABA – American Banker’s Association  
ABM – Activity Base Managers  
ACA – Associate Contractor Agreements  
AIL – Antarctic Infrastructure and Logistics  
APO - Air Post Office  
APCO - Association of Public-Safety Communications Officials  
API - American Petroleum Institute  
APP – Annual Program Plan  
ARFF – Air Mobility Command Aircraft Rescue and Fire Fighting  
ASC – Antarctic Support Contract  
AWD – Area Wage Determination

**B**

BOE – Basis of Estimate

**C**

CAS – Cost Accounting Standards  
CCR – Central Contractor Registration  
CFR - Code of Federal Regulations  
CIO - Chief Information Officer  
CIP – Construction in Progress  
CISA - Certified Information Systems Auditor  
CISM - Certified Information Systems Manager  
CISO – Chief Information Security Officer  
CISSP - Certified Information Systems Security Professional  
CLIN – Contract Line Item Number  
CO – Contracting Officer  
COFI – Commercial or Financial Information  
COTR – Contracting Officer’s Technical Representative  
COTS – Commercial of the Shelf  
CPAF-C – Cost-Plus-Award-Fee (Competition)  
CPM - Critical Path Method  
CR – Cost Reimbursable

**D**

DACS – Division of Acquisition and Cooperative Support  
DAS – Division of Administrative Services

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

DCAA – Defense Contract Audit Agency  
DCMA – Defense Contract Management Agency  
DFM – Division of Financial Management  
DoD - Department of Defense  
DOL – Department of Labor  
DOT - Department of Transportation

**E**

EM - Electromagnetic  
eQuip – Electronic Questionnaire for Investigations Processing  
ESH – Environmental Safety and Health  
eSRS – Electronic Subcontractor Reporting System  
EVMS - Earned Value Management Systems

**F**

FAR – Federal Acquisition Regulations  
FAST – Federal Automotive Statistical Tool  
FCC - Federal Communications Commission  
FFP – Firm-Fixed-Price  
FISMA - Federal Information Security Management Act  
F.O.B – Free on Board  
FOIA – Freedom of Information Act  
FPIF – Fixed-Price-Incentive (Firm Target)  
FRPP – Federal Real Property Profile  
FTE – Full Time Equivalent  
FTR – Federal Travel Regulations

**G**

G&A – General and Administrative  
GAO – Government Accountability Office  
GBI – Gained by Inventory  
GFD – Government-Furnished Documentation  
GFE – Government Furnished Equipment  
GFF – Government-Furnished Facilities  
GFP – Government-Furnished Property  
GFS – Government-Furnished Software  
GIAC - Global Information Assurance Certification  
GSA – General Services Administration  
GSLC - GIAC Security Leadership Certificate

**H**

HRM – Human Resource Management  
HSRD – Homeland Security Residential Directive

**I**

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

IA - Information Assurance  
IAPM – Information Assurance Program Manager  
IBC - International Building Code  
IT&C – Information Technology and Communications

**J**

**K**

**L**

LHI- Leasehold Improvements

**M**

MOA - Memorandum of Agreement

**N**

NACI - National Agency Check with Inquiries  
NAICS – North American Industry Classification System  
NEPA - National Environmental Policy Act  
NFPA - National Fire Protection Association  
NIST - National Institute of Standards and Technology  
NLRB – National Labor Relations Board  
NSF – National Science Foundation  
NSP – Not Separately Priced  
NZ - New Zealand  
NZDF – New Zealand Defense Forces

**O**

OCI – Organizational Conflict of Interest  
OH – Overhead  
OMB - Office of Management and Budget  
OPM – Office of Personnel Management  
OPP - Office of Polar Programs  
ORCA – On-Line Representations and Certifications Application

**P**

PE - Professional Engineer  
PII – Personally Identifiable Information  
PM – Preventative Maintenance  
PWS – Performance Work Statement

**Q**

**R**

RFP – Request for Proposal

RCRA - Resource Conservation and Recovery Act

**S**

SF – Standard Form

SFFAS – Statement of Federal Financial Accounting Standards

SOO – Statement of Objectives

SPAWAR - Space and Naval Warfare

SPCC - Spill Prevention Control and Countermeasure

SSP – Systems Security Plan

**T**

TBD – To Be Determined

**U**

USAP - United States Antarctic Program

U.S.C. – United States Code

**V**

VHF/UHF - Very High Frequency/Ultra High Frequency

**W**

WBS – Work Breakdown Structure

WIP – Work in Process

**X**

**Y**

**Z**

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION OF PROPOSALS**

#### **M.1.1 Basis for Contract Award**

The Government will select the best overall proposal, based upon an integrated assessment of all of the evaluation criteria. This is a best value source selection conducted in accordance with the policies and procedures in the Federal Acquisition Regulation (FAR) and National Science Foundation Acquisition Regulation (Title 48, Chapter 25, Part 2501). A contract, if any, shall be awarded to the offeror who is deemed responsible in accordance with the FAR, whose proposal conforms to the solicitation's requirements and is judged, based on the evaluation criteria, to represent the best value to the Government.

#### **M.1.2 Number of Awards**

The Government intends to make a single award as a result of this solicitation. However, the Government reserves the right to award more than one contract or no contract at all.

#### **M.1.3 Proposal Evaluation**

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications and technical requirements, in addition to those identified as factors and subfactors to be eligible for award. Failure to comply with the terms and conditions of the solicitation may result in the offeror being removed from consideration for award.

#### **M.1.4 Competitive Advantage from Use of GFP/GFE**

The Government will take appropriate steps to eliminate any competitive advantage resulting from an offeror's proposed use of Government-Furnished Documentation (GFD), Government-Furnished Software (GFS), Government-Furnished Property (GFP), and Base Support.

### **M.2 EVALUATION FACTORS**

M.2.1 The Government will use the following factors to evaluate proposals and make a best value determination (factors are listed in descending order of importance):

1. Technical (Management Approach, Technical Approach, Transition)
2. Past Performance
3. Cost/Price
4. Extent of Participation of Small Disadvantaged Business Concerns

SECTION M - SECTION M – EVALUATION FACTORS FOR AWARD

M.2.2 All of the evaluation factors other than cost or price, when combined, are significantly more important than cost or price and the Technical Factor is significantly more important than the Past Performance, Cost/Price and Extent of Participation of Small Disadvantaged Business Concerns Factors.

**M.3 TECHNICAL EVALUATION**

M.3.1 The Technical Factor will be evaluated at the subfactor level. Each Technical subfactor shall be evaluated using the following adjectival ratings:

ADJECTIVAL RATING	DEFINITION
Excellent	A comprehensive and thorough proposal of exceptional merit with one or more significant strengths. No deficiency or significant weakness exists.
Very Good	A proposal having no deficiency and which demonstrates overall competence. One or more significant strengths have been found and strengths outbalance any significant weaknesses or weaknesses that exist.
Good	A proposal having no deficiency and which shows a reasonably sound response. There may be strengths or weaknesses, or both. As a whole, weaknesses not offset by strengths do not significantly detract from the offeror's response.
Fair	A proposal having no deficiency and which has one or more weaknesses. Weaknesses outbalance any strengths.
Poor	A proposal that has one or more deficiencies or significant weaknesses that demonstrate a lack of overall competence or would require a major proposal revision to correct.

M.3.2 In addition to receiving an adjectival rating, the Technical subfactors shall also be evaluated for proposal risk using the following ratings:

PROPOSAL RISK RATING	DEFINITION
High	Likely to cause significant disruption of schedule, increase cost, or degradation of performance. Risk may be unacceptable even with special contractor emphasis and close Government monitoring.
Medium	Can potentially cause disruption of schedule, increased cost, or degradation of performance. Special contractor emphasis and close Government monitoring will likely be able to overcome difficulties.
Low	Has little potential to cause disruption of schedule, increased cost or degradation of performance. Normal contractor effort and normal Government monitoring will likely be able to overcome any difficulties.

**M.4 PAST PERFORMANCE EVALUATION**

The Past Performance Factor shall be evaluated at the factor level and will be assigned one of the following adjectival ratings:

PAST PERFORMANCE RATING	DEFINITION
Excellent	Of exceptional merit; exemplary performance in a timely, efficient, and economical manner; very minor (if any) problems with no adverse effect on overall performance; and experience that is highly relevant to this procurement. Based on the offeror's performance record, there is a very high level of confidence that the offeror will successfully perform the required effort (e.g. one or more significant strengths exist. Strengths outbalance any weakness).
Very Good	Very effective performance; fully responsive to contract requirements; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor problems with little identifiable effect on overall performance; and experience is very relevant to this procurement. Based on the offeror's performance record, there is a high level of confidence that the offeror will successfully perform the required effort (e.g. one or more significant strengths exist. Strengths outbalance any weakness).
Good	Effective performance; fully responsive to contract requirements; reportable problems, but with little identifiable effect on overall performance; and experience is relevant to this procurement. Based on the offeror's performance record, there is confidence that the offeror will successfully perform the required effort (e.g. there may be strengths or weaknesses, or both).
Fair	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable problems with identifiable, but not substantial effects on overall performance; and experience is at least somewhat relevant to this procurement. Based on the offeror's performance record, there is low confidence that the offeror will successfully perform the required effort. Changes to the offeror's existing processes may be necessary in order to achieve contract requirements (e.g. one or more weaknesses exist. Weaknesses outbalance strengths).
Poor	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas; problems in one or more areas which, adversely effect overall performance. Based on the offeror's performance record, there is very low confidence that the offeror will successfully perform the required effort (e.g. one or more deficiencies or significant weaknesses exist.)
Neutral	In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available, the offer may not be evaluated favorably or unfavorably on past performance; See FAR 15.305.



**M.5 EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS EVALUATION**

The Extent of Participation of Small Disadvantaged Business Concerns Factor shall be evaluated using the “meets/fails to meet” criteria as set forth below:

RATING	DEFINITION
Meets	The offeror’s proposal exhibits a commitment to subcontracting with small business, small disadvantaged business, veteran-owned and service-disabled small business, HUBZone small business, and woman-owned small business including providing subcontracting opportunities for small, small disadvantages, women-owned, disabled veteran-owned, and HUBZone small businesses. The likelihood of successful accomplishment of the proposed goals is realistic.
Fails to Meet	The offeror’s proposal does not exhibit a commitment to subcontracting with small business, small disadvantaged business, veteran-owned and service-disabled small business, HUBZone small business, and woman-owned small business including providing subcontracting opportunities for small, small disadvantages, women-owned, disabled veteran-owned, and HUBZone small businesses. The likelihood of successful accomplishment of the proposed goals is not realistic.

**M.6 THE GOVERNMENT WILL EVALUATE ALL PROPOSALS AGAINST THE FOLLOWING FACTORS:****M.6.1 EVALUATION FACTOR 1 - TECHNICAL (Subfactors are listed in descending order of importance)****M.6.1.1 Subfactor 1 - Management Approach**

The Management Approach will be evaluated based on the following:

- a. Understanding of the Requirement - The Government will assess the offeror’s understanding of the Program’s overall mission, objectives, and requirements and its ability to manage all aspects of the contract in an efficient, effective, and optimized manner. The offeror’s management plan will be assessed to determine the extent the offeror’s approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.
- b. Organizational Structure – The Government will assess the structure of the proposed organization and its ability to respond to the contractual performance issues and conditions, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain contract performance, quality, schedule, cost, and mission requirements. The offeror’s organizational structure will be assessed to determine the offeror’s

understanding of the overall program and the extent the structure will result in streamlined processes and greater effectiveness, efficiencies and reduced cost in support of the USAP mission.

- c. Management of Teams, Joint Ventures, and Subcontractors - The Government will assess the offeror's proposed integrated approach to managing team members, joint ventures, and subcontractors. An evaluation will be made of the offeror's plan to manage the subcontractor team and the offeror's level of corporate commitment. The subcontracting management plan will be assessed to determine viability of the proposed structure. The Government will assess the structure of the proposed organization and its ability to respond to the contractual performance issues and conditions, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain contract performance, quality, schedule, cost, and mission requirements. The subcontracting plan will be evaluated to assess the offeror's understanding of programs overall mission, objectives and requirements and its ability to manage its subcontracts an efficient, effective and optimized manner. The offeror's subcontracting management plan will be assessed to determine the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.
- d. Staffing and Key Personnel – The Government will assess the offeror's proposed staffing and key personnel plan including their experience and qualifications in order to successfully accomplish the contract requirements. The Government will assess the offeror's understanding of programs overall mission, objectives and requirements and its ability to manage its subcontracts an efficient, effective and optimized manner. The Government will assess the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.
- e. Performance Metrics/Incentives/Disincentives – The Government will assess the degree to which the offeror provides for comprehensive performance metrics and incentives/disincentives directly related to meeting or exceeding mission critical performance requirements. The evaluation will also consider the offeror's approach and how team members and major subcontractors will be integrated into the offeror's incentive/disincentive performance plan. Metrics will be evaluated for clarity and relevancy to performance, as well as ease of assessment/measurement. Incentives/disincentives will be evaluated for their appropriateness and their potential to improve performance.

#### **M.6.1.2. Subfactor 2 - Technical Approach**

The Government will assess the offeror's proposal for each of the five functional areas contained in the SOO for the quality of the proposed technical solution to meet the Program objectives and minimum requirements within the constraints contained in the SOO. The Government will assess the inherent risk of the offeror's proposed resources and solution and the likelihood of its success. The Government will assess the offeror's understanding of programs overall mission, objectives and requirements. The Government will assess the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission. The five functional areas contained in the SOO are:

- a. Technical Management and Administration – The Government will assess the offeror's understanding of the Technical Management and Administration functional area objectives and minimum requirements.
- b. Science Support - The Government will assess the offeror's understanding of the Science Support functional area objectives and minimum requirements.
- c. Information Technology and Communications - The Government will assess the offeror's understanding of the IT & Communications functional area objectives and minimum requirements.
- d. Infrastructure, Operations, and Professional Services - The Government will assess the offeror's understanding of the Infrastructure, Operations, and Professional Services functional area objectives and minimum requirements.
- e. Transportation and Logistics - The Government will assess the offeror's understanding of the Transportation and Logistics functional area objectives and minimum requirements.

#### **M.6.1.3 Subfactor 3 - Transition**

M.6.1.3.1. Transition-In – The Government will assess the offeror's ability to assume full contractual responsibility for sustaining the USAP without degradation of high quality services within the first six (6) months of contract performance. The Government will assess the offeror's schedule and milestones for implementing the entire proposed PWS based on the understanding of programs overall mission, objectives and requirements and its ability to manage its subcontracts in an efficient, effective and optimized manner. The Government will assess the viability of the plan and the extent the offeror's approach will streamline processes resulting in greater effectiveness, efficiencies and reduced costs in the support of the USAP mission.

M.6.1.3.2. Transition-Out - The Government will assess the offeror's ability to transition full contractual responsibility for sustaining the USAP without degradation of high quality services for the final six (6) months of contract performance.

#### **M.6.2 EVALUATION FACTOR 2 - PAST PERFORMANCE**

M.6.2.1 The past performance evaluation will examine how the offeror's past and present performance validates anticipated future performance relating to similar areas designated within the Technical subfactors, customer satisfaction, adherence to cost, schedule and performance metrics, resolution of unanticipated problems and other areas as indicated in the past performance questionnaire. The Government will assess the past performance information for recency and relevancy (See Section L for the definition of recency and relevancy). The Government will also assess the quality, the performance-based nature of the past performance, organizational experience.

M.6.2.2 In conducting the past performance assessment, the Government may use data obtained from other sources as well as that provided by the proposal and the past performance questionnaire(s). The Government reserves the right to check the past performance of any proposed subcontractors and include the results in its assessment.

M.6.2.3 Subcontractors will be assessed in a similar manner as the prime. However, the following restrictions will apply for the evaluation of past performance involving subcontractors:

- The relevance of experience will be assessed only when such experience is that of the subcontractor indicated to be the predominant performer of such work under this acquisition.
- Performance-based experience will only be assessed when such experience is that of the subcontractor indicated to be the predominant performer and/or manager of such work under this acquisition.

### M.6.3 EVALUATION FACTOR 3 - COST/PRICE

M.6.3.1 The offeror's cost/price proposal will not receive an adjectival rating. It will be evaluated for reasonableness and realism. Cost/Price will be evaluated for the basic effort plus all options. Evaluation of options shall not obligate the Government to exercise such options. The evaluated cost/price may include adjustments to offset any competitive advantage from the use of additional Government Furnished Equipment (GFE) /GFP/Government Furnished Facilities (GFF) (e.g., GFE/GFP/GFF not furnished to all offerors) or other Government provided costs associated with the proposed approach. To facilitate the evaluation of proposal information requested in Section L of this solicitation, information may be obtained from other sources including, but not limited to, Defense Contract Management Agency (DCMA), Defense Contract Audit Agency (DCAA), U.S. Department of Labor, available escalation or inflation factors or indices and any other resource available to the Government.

M.6.3.2 Based on the offeror's proposed total **estimated** cost for all CLIN/SubCLINs, the offeror will also develop a total **evaluated** cost which will be utilized by the Government for evaluation purposes. The total evaluated cost will consist of the total of the basic and option CLIN/SubCLINs associated with 1) integrated operations and science support, 2) leases/charters, 3) travel and 4) materials (included material handling/freight) and ODCs. Costs proposed for the transition periods shall be evaluated for realism and reasonableness; however, these costs will not be included in the total evaluated cost. Costs associated with award fee and construction/special projects shall be provided by the Government and also will not be included in the total evaluated cost. However, target profit (incentive fee) will be evaluated for realism and reasonableness.

M.6.3.3 The offeror's cost/price proposal (excluding any Government provided cost estimates and award fee) will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable and realistic. For a price to be reasonable, it should not exceed that which would be incurred by a prudent person in the conduct of competitive business. For additional information see FAR 31.201-3.

M.6.3.4 The Government's realism analysis will include an evaluation of the extent to which proposed costs/prices are sufficient for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the offeror's proposal. The cost/price realism assessment will consider technical/management risks identified during the evaluation of the proposal and associated costs. When the Government evaluates an offer as unrealistically low compared to the anticipated costs of performance and the offeror fails to explain these underestimated costs, the Government will consider, under the proposal risk evaluation, the offeror's lack of understanding of the technical requirements of the applicable technical subfactor(s).

M.6.3.5 To assist in the realism analysis, the Government will develop a probable cost of the offeror's proposal. The "probable cost" of a proposal determined to be realistic will normally be the cost proposed, but areas of concern may lead to an assessment that the proposal entails specific risk(s) to the Government which may result in the proposed costs being exceeded. Depending on the degree of risk and the sufficiency of information available for the Government to do so, that risk may or may not be quantified in terms of a specific probable cost estimate.

#### **M.6.4 EVALUATION FACTOR 4 – EXTENT OF PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS**

The Government will assess the offeror's proposed subcontracting goals. The offeror's approach to subcontracting will be evaluated based on the degree of participation and the extent the offeror plans to identify and commit to subcontracting with small business, small disadvantaged business, veteran-owned and service-disabled small business, HUBZone small business, and woman-owned small business including providing subcontracting opportunities for small, small disadvantages, women-owned, disabled veteran-owned, and HUBZone small businesses. The offeror's proposal will be evaluated to determine the realism of the proposed subcontracting goals and the likelihood of successful accomplishment of the goals.

#### **M.7 ORAL PRESENTATIONS/NEGOTIATIONS**

##### **M.7.1 Oral Presentations**

After proposals are submitted, the Government may request that the offerors conduct oral presentations of the proposal. The purpose of the oral presentation is to give the offeror the opportunity to highlight its experience, technical solution, and management approach. The offeror's presentation shall be given by the Program Manager and is limited to three hours including time for questions and answers. The Contracting Officer will contact each offeror to schedule their oral presentation as soon as possible after the proposal due date. Oral presentations may be recorded and/or videotaped by the Government.

##### **M.7.2 Discussions**

The Government anticipates that discussions will be conducted during this procurement with all offerors determined to be within the competitive range (see Federal Acquisition Regulation 15.306). Discussions will likely be in the form of written questions requiring written responses from each offeror, and may be expanded to include face-to-face meetings. Further oral

presentations by offerors to present their proposals may be requested at this time. Discussions will culminate with a request for a final proposal revision.

#### **M.8 EVALUATION OF OPTIONS**

For award purposes, in addition to an offeror's response to the basic period requirements, the Government will evaluate the offeror's response to all contract option periods. Evaluation of the option periods will not obligate the Government to exercise the options.